

**CITY OF KINGMAN
MEETING OF THE COMMON COUNCIL
Council Chambers
310 N. 4th Street**

5:30 PM

AGENDA

Tuesday, April 19, 2016

REGULAR MEETING

CALL TO ORDER AND ROLL CALL

INVOCATION

The invocation will be given by Mike Herdt of St. John's United Methodist.

PLEDGE OF ALLEGIANCE

THE COUNCIL MAY GO INTO EXECUTIVE SESSION FOR LEGAL COUNSEL IN ACCORDANCE WITH A.R.S.38-431.03(A) 3 TO DISCUSS ANY AGENDA ITEM. THE FOLLOWING ITEMS MAY BE DISCUSSED, CONSIDERED AND DECISIONS MADE RELATING THERETO:

1. APPROVAL OF MINUTES

- a. The Special and Executive Session Meeting minutes of March 14, 2016.**
- b. The Work Session Meeting minutes of March 14, 2016**
- c. The Regular Meeting and Executive Session minutes of April 5, 2016**

2. APPOINTMENTS

a. Appointment to the Clean City Commission (CCC)

There is one vacancy on the CCC. At their meeting on March 31, 2016, the commission reviewed the application of Marty L. Luna-Wolf. Ms. Luna-Wolf was present at the meeting and voiced her interest in serving on the commission. **The commission members voted 6-0 to recommend Council appoint Marty L. Luna-Wolf to the Clean City Commission.**

3. CALL TO THE PUBLIC - COMMENTS FROM THE PUBLIC

Those wishing to address the Council should fill out request forms in advance. Action taken as a result of public comments will be limited to directing staff to study the matter or rescheduling the matter for consideration and decision at a later time. Comments from the Public will be restricted to items not on the agenda with the exception of those on the Consent Agenda. There will be no comments allowed that advertise for a particular person or group. Comments should be limited to no longer than 3 minutes.

4. CONSENT AGENDA

All matters listed here are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items. If discussion is desired, that item will be removed from the CONSENT AGENDA and will be considered separately.

- a. Application for temporary liquor license extension of premises/patio permit**

Applicant Stacy Lynn Thomson of House of Hops has submitted an application for a temporary extension of premises/patio permit for May 1, 2016 through May 31, 2016 at 312 E. Beale Street in Kingman, Arizona. **Staff recommends approval.**

b. Consideration of Resolution 5009: Arizona State Forestry Division cooperative intergovernmental agreement (IGA)

This IGA between the City and the Arizona State Forestry Division would allow reimbursement for wildland fire detection and suppression and the allocation of funding when resources, equipment, and manpower. **Staff recommends approval.**

c. Application for temporary liquor license extension of premises/patio permit

Applicant Stacy Lynn Thomson of House of Hops has submitted an application for a temporary extension of premises/patio permit for July 2, 2016 through July 3, 2016 at 312 E. Beale Street in Kingman, Arizona. **Staff recommends approval.**

d. Renewal of indigent defense contract

The current agreement between the City and Whitney & Whitney, PLLC is due for renewal. The Court recommends renewing the agreement for a one year period with an increase to \$125,000 annually. The firm has received \$100,000 annually since 2009 and have not previously requested an increase. The Court believes the \$25,000 annual increase is justified due to the increase in regular cases and the time spent on Veterans Treatment Court cases. **Staff recommends approval.**

e. ENG16-0003 Stockton Hill paving design construction manager at risk (CMAR)

Desert Construction was selected as the CMAR for the Stockton Hill paving project. This contract will be used for construction services in preparation of the upcoming project. The guaranteed maximum price for the design phase of the contract is \$9,725.00. This will be funded from the Streets Division highway user revenue fund (HURF) money provided for asphalt preservation. **Staff recommends approval.**

f. Consideration of Resolution 5004: approving TIGER grant applications

If the City desires to submit applications to fund the Kingman Crossing Traffic Interchange and Rancho Santa Fe Parkway Traffic Interchange projects through the fiscal year (FY) 2016 TIGER discretionary grant program, Council will need to authorize the mayor to sign any and all documents and certifications necessary to submit these applications. Applications must be submitted by 5:00 p.m. EDT on April 29th, 2016. **Staff recommends approval.**

g. Powerhouse grant rehabilitation project

On March 18, 2016 bids were opened for the Powerhouse grant rehabilitation project. All the bids were high. The lowest qualified bidder submitted a bid that was \$143,683.00 higher than the current construction budget. The additional funds would need to be paid to proceed with the grant. If the City did not proceed with the grant, all funds that have been reimbursed as well as Arizona Department of Transportation (ADOT) administrative costs would need to be paid back to ADOT. At this point the total amount is \$60,357.00. The City already paid the difference between the original grant construction budget, the ADOT cost estimate, and the additional matching funds in the amount of \$112,810.00. This was \$68,262.00 from the Tourism Development Commission (TDC) and \$44,548.00 in Powerhouse grant funds. This money less the \$60,357.00 to be paid back would be returned to the City for a difference of \$52,453.00. At the April 7th, 2016 TDC meeting, Staff received direction to not proceed with the grant, pay back the reimbursed funds, and continue the project or smaller projects with funds from the Bricks and Mortar account. **Staff recommends supporting the Tourism Development Commission's decision.**

5. **OLD BUSINESS**

6. **NEW BUSINESS**

a. **Consideration of funding a Route 66 European promotional tour for Jim Hinckley**

Jim Hinckley, local Route 66 historian and author, has the opportunity to travel to the first European Route 66 Festival, which is taking place in Germany in July, 2016. Mr. Hinckley would like to promote Kingman at this festival. The expense is expected to be \$4,899.98. The Powerhouse Visitor Center has provided \$2,149.98 for the airfare and, if approved by the Council, would be reimbursed for this expense. Mr. Hinckley would be paid \$2,750 for his meals, lodging and transportation expenses. **The Tourism Development Commission recommends the expenditure of \$4,899.98 from the Tourism Development funds.**

7. **REPORTS**

a. **Board, Commission and Committee reports by Council Liaisons**

8. **ANNOUNCEMENTS BY MAYOR, COUNCIL MEMBERS, CITY MANAGER**

Limited to announcements, availability/attendance at conferences and seminars, requests for agenda items for future meetings.

ADJOURNMENT



CITY OF KINGMAN COMMUNICATION TO COUNCIL

TO: Honorable Mayor and Common Council

FROM:

MEETING DATE: April 19, 2016

AGENDA SUBJECT: The Special and Executive Session Meeting minutes of March 14, 2016.

SUMMARY:

FISCAL IMPACT:

STAFF RECOMMENDATION:

ATTACHMENTS:

Description

The Special Meeting Minutes of March 14, 2016

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Muhle, Sydney	Approved	4/14/2016 - 8:06 PM

**CITY OF KINGMAN
MEETING OF THE COMMON COUNCIL
Council Chambers
310 N. Fourth Street**

9:00 A.M.

MINUTES

Monday, March 14, 2016

SPECIAL MEETING OF THE COMMON COUNCIL OF THE CITY OF KINGMAN

Members	Officers	Visitors Signing in
Richard Anderson – Mayor	John Dougherty, City Manager	See attached list
Carole Young – Vice Mayor	Jackie Walker, Human Resource Director	
Mark Abram --- EXCUSED	Carl Cooper, City Attorney	
Larry Carver	Jake Rhoades, Fire Chief	
Kenneth Dean	Greg Henry, City Engineer	
Jen Miles	Robert J. DeVries, Chief of Police	
Stuart Yocum ---ABSENT	Mike Meersman, Parks and Recreation Director	
	Wendy Sherer, Finance Administrator	
	Gary Jeppson, Development Services Director	
	Rob Owen, Public Works Director	
	Gerry Delgado, IT Administrator	
	Sydney Muhle, City Clerk and Recording Secretary	
	Frank Marbury, Assistant City Engineer	
	Tina Moline, Finance Director	
	Jeffrey Singer, City Magistrate	

**CALL TO ORDER & ROLL CALL
PLEDGE OF ALLIGENCE**

Mayor Anderson called the meeting to order at 9:04 A.M. All Councilmembers were present except Councilmember Abram, who was excused, and Councilmember Yocum who was absent. The Pledge of Allegiance was said in unison.

THE COUNCIL MAY GO INTO EXECUTIVE SESSION FOR LEGAL COUNSEL IN ACCORDANCE WITH A.R.S.38-431.03(A) 3 TO DISCUSS ANY AGENDA ITEM. THE FOLLOWING ITEMS MAY BE DISCUSSED, CONSIDERED AND DECISIONS MADE RELATING THERETO:

1. EXECUTIVE SESSION

THE COUNCIL MAY GO INTO EXECUTIVE SESSION IN ACCORDANCE WITH A.R.S.38-431.03(A)(4) TO DISCUSS ANY AGENDA ITEM. THE FOLLOWING ITEMS MAY BE DISCUSSED, CONSIDERED AND DECISIONS MADE RELATING THERETO:

- a. Settlement of the Kingman Airport Dross site litigation.

Vice Mayor Young made a MOTION to GO INTO Executive Session. Councilmember Carver SECONDED and it was APPROVED by a vote of 5-0.

Council went into Executive Session at 9:04 P.M.

Council returned from Executive Session at 9:17 A.M.

2. **COUNCIL MAY TAKE ACTION REGARDING THE CONSENT DECREE FOR THE KINGMAN AIRPORT DROSS SITE LITIGATION.**

- a. This item will be discussed in Executive Session under item 1a.

Vice Mayor Young made a MOTION to APPROVE the Consent Decree. Councilmember Miles SECONDED and it was APPROVED by a vote of 5-0.

3. **ADJOURNMENT**

Vice Mayor Young made a MOTION to ADJOURN. Councilmember Miles SECONDED and it was APPROVED by a vote of 5-0.

ADJOURNMENT – 9:18 A.M.

ATTEST:

APPROVED:

Sydney Muhle
City Clerk

Richard Anderson
Mayor

STATE OF ARIZONA)
COUNTY OF MOHAVE)ss:
CITY OF KINGMAN)

CERTIFICATE OF COUNCIL MINUTES

I, Sydney Muhle, City Clerk and Recording Secretary of the City of Kingman, Arizona, hereby certify that the foregoing Minutes are a true and correct copy of the Minutes of the Work Session Meeting of the Common Council of the City of Kingman held on March 14, 2016.

Dated this 19th day of April, 2016.

Sydney Muhle, City Clerk and Recording Secretary



CITY OF KINGMAN COMMUNICATION TO COUNCIL

TO: Honorable Mayor and Common Council

FROM: City Clerk's Office

MEETING DATE: April 19, 2016

AGENDA SUBJECT: The Work Session Meeting minutes of March 14, 2016

SUMMARY:

FISCAL IMPACT:

STAFF RECOMMENDATION:

Approve minutes.

ATTACHMENTS:

Description

The Work Session Meeting Minutes of March 14, 2016

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Muhle, Sydney	Approved	4/14/2016 - 7:44 PM

**CITY OF KINGMAN
MEETING OF THE COMMON COUNCIL
Kingman Police Department
2730 E. Andy Devine Avenue**

9:30 A.M.

MINUTES

Monday, March 14, 2016

WORK SESSION MEETING OF THE COMMON COUNCIL

Members	Officers	Visitors Signing in
Richard Anderson – Mayor	John Dougherty, City Manager	See attached list
Carole Young – Vice Mayor	Jackie Walker, Human Resource Director	
Mark Abram --- EXCUSED	Carl Cooper, City Attorney	
Larry Carver	Jake Rhoades, Fire Chief	
Kenneth Dean	Greg Henry, City Engineer	
Jen Miles	Robert J. DeVries, Chief of Police	
Stuart Yocum ---ABSENT	Mike Meersman, Parks and Recreation Director	
	Wendy Sherer, Finance Administrator	
	Gary Jeppson, Development Services Director	
	Rob Owen, Public Works Director	
	Gerry Delgado, IT Administrator	
	Sydney Muhle, City Clerk and Recording Secretary	
	Frank Marbury, Assistant City Engineer	
	Tina Moline, Finance Director	
	Jeffrey Singer, City Magistrate	

ALL WORK-SESSION ITEMS LISTED ARE FOR DISCUSSION ONLY. NO ACTION CAN OR WILL BE TAKEN. The primary purpose of work session meetings is to provide the City Council with the opportunity for in-depth discussion and study of specific subjects. Public comment is not provided for on the Agenda and may be made only as approved by consensus of the Council. In appropriate circumstances, a brief presentation may be permitted by a member of the public or another interested party on an Agenda item if invited by the Mayor or City Manager to do so. The Mayor may limit or end the time for such presentations.

**CALL TO ORDER & ROLL CALL
PLEDGE OF ALLIGENCE**

Mayor Anderson called the meeting to order at 9:18 A.M. All councilmembers were present except Councilmember Abram, who was excused, and Councilmember Yocum, who was absent. The Pledge of Allegiance was not said.

Overview and discussion of Budget Priorities for fiscal year 2016 – 2017 and proposed Capital Improvements Plan for fiscal year 2017 – 2021.

City Manager John A. Dougherty addressed the Council and reminded the Council that the projects listed in the Capital Improvement Plan (CIP) are projects that cost \$50,000 or more and are expected to last at least three year. He then discussed what goes into the CIP and said that department heads put the CIP together based on the Council's priority meeting in January, 2016. He said that these are essentially five year plans but can change as Council's priorities change and as new priorities arise when things deteriorate faster than expected. He said that for the past few months Vice Mayor Young has mentioned that she would like to see unimproved streets improved. He said that Public Works Director Rob Owen would like to see that as well because additional maintenance is required. He reminded the Council that streets are initially put in by the people who live on them, either by developers or as people move in on the street. He said that he has received requests from several people on unpaved streets to improve them and his response is for them to get 51-percent of their neighbors to agree to it and the City will be happy to put the improvements in. He said that he would also like to see the Council approve an ordinance saying that the City will not accept any street that has not been improved. He said that is what developers should be paying for up from. He said that he believed the Planning and Zoning Commission was working on this.

Mr. Owen said that the Traffic Safety Committee is working on an amendment for street regulations.

Mayor Anderson asked if the Traffic Safety Committee will review this before the Planning and Zoning Commission and how the process works.

Development Services Director Gary Jeppson said that staff participates with the committee and the City accepted the subdivision when it annexed the property.

Councilmember Miles said that there were several streets like this in the Golden Gate Addition and asked if the 51-percent meant the City is funding the whole cost

Mr. Dougherty said that these are done through improvement districts and that is why they need 51-percent of the property owners to approve it. He said that the City pays for the project initially and then the property owners pay the cost back.

Councilmember Miles clarified the process for developers.

Mr. Dougherty said that there were still roads to be built out that were not put in.

Finance Director Tina Moline gave a PowerPoint presentation.

Slide 2 – Ms. Moline provided an introduction for the meeting. She said she had provided the Council with a revised project list which included fire hydrant replacement. She said that this meeting would be primarily on the CIP and discussed the format for the meeting.

Slide 3 – Ms. Moline gave a summary of this slide.

Slide 4 - Ms. Moline gave a summary of this slide.

Slide 5 – Ms. Moline said that the review would begin at the beginning of the CIP book. She then went through the first several tabs of the book.

Mr. Owen discussed the facilities and equipment priorities as listed in the CIP Plan book.

Mr. Dougherty said that while discussing building improvements he wanted to note that both public safety departments have requested new facilities. He said that these numbers may change with the potential of Palo Christi School and he hasn't done a lot of work on this because they have not talked a lot about it. He said that he will elaborate further on his vision for the whole campus but he wanted to the Council to be aware that this may change dramatically.

City Clerk Sydney Muhle discussed the need for a document management system which was listed as a priority in Fiscal Year 2018. She said that the system would cost approximately \$100,000 and would be functional for all City departments. She then briefly discussed the functionality of the system and said that this is a necessary purchase to increase efficiency throughout the City.

Ms. Moline discussed the Finance Department's need for a new payroll and finance system. She said that the system has not been updated since 2006 and the vendor has moved away from a mainframe system. She said that the intent was to migrate to the current vendor's web based system but the department has struggled to get support. She said that they have reached out for demos several times and have not received a response. She said that they have now reached out to other cities to see which providers they use. She said that the current system will not be supported in a couple of years. She said that they have conducted demos with other providers and there is an upfront cost. She said that the annual savings will pay for itself in six years and the system will cover payroll and other functions including the in-house budget.

Mr. Owen discussed replacement of the fuel station. He said that the current one is 30 years old and the department has spent several thousand dollars to upkeep it. He said that they want to move forward and begin replacement and this will lead into a second phase. He said that for the Powerhouse grant project the Tourism Development Commission (TDC) has contributed funds for the required match. He said that the storage item was just a place holder.

City Engineer Greg Henry gave an overview of street projects and gave a history of each. He said that the Airfield Avenue Bridge over the railroad tracks is to provide access.

Mayor Anderson said that he would like to recommend moving the feasibility study to 2017. He said that the sooner the City looks into this the quicker they will be able to fund the most feasible projects.

Councilmember Miles asked if this involved private property.

Mr. Henry said that it did and the City would need additional right of way. He said that the feasibility study would look at needs and costs. He said that there is the potential for right of way on both sides.

Mr. Dougherty said that if this is moving up than all associated projects need to be moved up as well.

Mr. Henry said that this would be a multi-year project. He said that moving it up the feasibility study and working on the right of way needs the timeline should still work just fine.

Vice Mayor Young said that it may take that amount of time to work with the railroad.

Mr. Dougherty said that Bulldog Disposal is planning to move and the City may want to negotiate the right of way before the property is sold.

Mr. Henry discussed the project "Airway Avenue-Prospector to Rancho Santa Fe Parkway" on page 35 of the CIP book and said this would need to be done in conjunction with the traffic interchange. He said that this is currently a dirt road and they would like to do it in conjunction with the traffic interchange. He said that they hope the developers will pay for it.

Mr. Owen discussed the project "Andy Devine Rock Scaling" on page 36 of the CIP book and said with recent monsoons there is more rock. He said that they would like to get a geo-tech engineer to see if there is really a problem and what to do with it. He said that this is a safety priority.

Mr. Henry discussed the project "Canyon Road RR Crossing" on page 37 of the CIP book and said that this is an at-grade crossing near Southside Park. He said that this was identified in previous transportation studies. He said that the City still has rights to the crossing and need a feasibility study. He said that they would be required to complete the quiet zone improvements and this was brought up for additional access to downtown. He said that this used to be Slaughter House Canyon Road.

Vice Mayor Young said that she remembered an accident on Hualapai Mountain Road one year ago and asked if this would have been able to provide access around that which Mr. Henry said that it would. Vice Mayor Young said that this is extremely important and she would like to move it up to 2018.

Mr. Owen discussed the project "Curb Installation" on page 38 of the CIP book and said that the Street Department is doing the same repetitive maintenance after storms. He said that this would utilize flood control funds and makes sure people are able to access property.

Human Resources and Risk Management Director Jackie Walker said that the City has had to pay for vehicle damage in these areas.

Mayor Anderson said that this is the type of thing to bring at the budget town hall meeting to be held in May. He asked that Mr. Henry and Mr. Owen have a presentation for this at that meeting.

Vice Mayor Young asked if this included Southern Avenue and Hualapai Mountain Road or if this was just in the Downtown area.

Mr. Owen said that the Hualapai Foothills is another area where this is needed. He said that the area through Cecil Davis Park carries a lot of water flowing from the foothills all the way down. He said that this area would be included.

Mr. Henry said that this was more in residential areas and there are individual CIP sheets for the larger streets.

Mr. Owen discussed the project "Dirt Streets" on page 39 of the CIP book and said that this is a cost estimate which includes full improvements with curbs and gutters. He said that this goes back to repetitive maintenance. Mayor Anderson asked Mr. Owen to quantify an annual amount for things like this and what it hopes to fix in the future. He said that it would be good to show what they have had to do.

Mayor Anderson said that this is another example of what cannot be done but what should be quantified to show what has had to be done over the past several years.

Vice Mayor Young asked if the dirt roads are graded every so often which Mr. Owen said that they are.

Councilmember Miles asked for clarification that this is unfunded.

Mr. Owen said that this is the request and asked if the City is going to start doing this. He said that this is a policy question and the City has not previously done this before without participation from the property owners.

Councilmember Miles asked if the Council wants to go forward with this or require an improvement district.

Vice Mayor Young said that this should go for an improvement district. She said that people need to know why this wasn't done and that improvement districts are an option. She said that the City needs to push this and there are a few dirt roads without a lot of houses. She said that Karen Avenue has several houses but is unpaved. She said that there may only be three that want to go ahead and do this and the City needs to contact them. She said that this cannot move forward unless the Council says to.

Mayor Anderson said that they need to provide information to the public with what kind of funding is needed.

Mr. Henry said that the improvement district is to make it more appealing. He said that Council vote to participate which would bring down the cost to residents.

Councilmember Miles said that there are already maintenance costs which would be used to offset.

Vice Mayor Young said that they grade them and see potholes.

Councilmember Carver asked if there would be a gift clause violation involved with getting the improvement district in place this way.

City Attorney Carl Cooper said that improvement districts are covered under state statute and the 51-percent is needed to force the others in. He said that a cost sharing program might be the incentive needed.

Councilmember Miles asked if there is a formula based on population density and this might be something to think about.

Mr. Cooper said that the formula is based on the footage of property being improved.

Mr. Henry said that it is better to find areas with houses already built as vacant land owners tend to default.

Mr. Dougherty said that the value of property goes up when the street is paved. He said that the property owners will get something out of it all the way down the line.

Mr. Owen discussed the project "Downtown Streetscape" on page 40 of the CIP book and said this was a grant program several years ago that was discontinued after the application was submitted. He said that there is a new program for transportation alternatives and funds have not been released. He said that this is available in certain counties and there is no funding right now.

Mr. Henry discussed the project “Eastern Street Improvements Pasadena Avenue to Airway Avenue” on page 41 of the CIP book and said that this is in the current budget in which Council funded the design from Eastern Street to Airway Avenue. He said that the City has hired a consultant for the design and have received the project assessment. He said that they have identified right of way needs and are looking to have a public meeting for input before bringing this back to Council for ultimate direction. He said that the design was slated for fall in Fiscal Year 2017 and the department is seeking to carry this over. He said that this includes money for rights of way as well. He said that funding will be needed at Eastern Street and Kenwood Avenue and the City might need to buy a house there to widen the curve. He said that the plan is to do the public meeting and bring this back to Council. He said that this would also require coordination with the railroad, Arizona Department of Transportation (ADOT), and the Federal Emergency Management Agency (FEMA).

Mr. Dougherty said that this would be from three to five lanes and there has been no talk of less traffic on Eastern Street including installation of an under/overpass.

Mr. Henry said that he anticipates that and a presentation for that will be included at the March 15, 2016, Council meeting. He said that it is based on proximity.

Vice Mayor Young said that she was concerned with that. She said that the Airfield Avenue Bridge will take a lot of traffic too. She said that in the future that many lanes may not be needed.

Mr. Henry said that the fewer the lanes the fewer rights of way are required. He said that this will include bicycle lanes as well.

Councilmember Dean said that this was his concern at the last Council meeting. He said that this will take a lot of traffic off of that and both are not needed. He said that this needs to be looked at.

Mr. Henry said that Eastern Street south of Interstate 40 is in very bad condition.

Vice Mayor Young said that it is very bad when it rains and it is a matter of how many lanes will be needed based on traffic diversion.

Mr. Henry said that there is a drainage issue and the improvements would be better able to be maintained. He said that they also looked at the best way to connect to Airway Avenue. He then discussed the project “Fairgrounds/Western and I-40 Crossing” on page 42 of the CIP and said that this is another carry over from a previous transportation study. He said that there is no access to the freeway and this is for an under/over pass only. He said that the first step for this is a feasibility study.

Vice Mayor Young said that this would make Western Avenue a through street all the way and would take some of the traffic off of Stockton Hill Road.

Councilmember Miles asked if this was even possible.

Vice Mayor Young said that not much is built there.

Mr. Henry said that the City still has a 50 foot right of way to the southern boundary of I-40 and it would have to be reworked.

Mayor Anderson said that this is another example of information to present at the budget public hearing and the Council has talked about Western Avenue for years. He said that they can tie this in to relieve traffic on Stockton Hill Road. He said that this something to make sure is presented and it ties into the strategic plan.

Mr. Henry said that it has been a number of years since this was discussed.

Councilmember Miles said that the west side of Western Avenue is becoming a medical center and access is needed.

Vice Mayor Young said that they need to take traffic off of Stockton Hill Road too.

Councilmember Miles said that it would be easy to use Western Avenue.

Mayor Anderson said that this would provide access to the hospital.

Councilmember Miles said that this should be moved up.

Vice Mayor Young said that the City would either need bonds or a loan for this.

Councilmember Miles said that this should be moved up because it moves a lot of traffic off of Stockton Hill Road. She said that there are a lot of things along Western Avenue and this is a hazard to that access.

Vice Mayor Young said that this is a large project as is Kingman Crossing and Prospector Street. She said that they can't all be moved up to the same year.

Mayor Anderson said that this was unless the City went for a bond.

Councilmember Miles said that this does not require that they start the project and the design concept might help prioritize.

Mayor Anderson said that he agreed with moving the study up and listed his reasons.

Councilmember Carver asked to include Detroit Avenue for access to Stockton Hill Road.

Mayor Anderson said that they could maybe have the businesses help kick in. He said that there is a hotel and a restaurant going by the nursing home that will benefit from it.

Vice Mayor Young asked if there is a project to widen Stockton Hill Road.

Councilmember Carver said that this project would allow more access to Stockton Hill Road and asked if this could be widened to include Stockton Hill Road.

Mr. Henry said that there is a project to widen Stockton Hill Road but it does not include Detroit Avenue.

Councilmember Miles said that the \$300,000 would move up one year.

Mr. Henry asked if the Council wanted to focus strictly on Western Avenue.

Mr. Dougherty clarified that the allotted \$300,000 would move to Fiscal Year 2018.

Mr. Henry discussed the project “Fourth Street Signal Upgrade” on page 43 of the CIP book and said he was not sure how old the signal cabinet at this light is. He said that it is not up to speed as far as what it needs to be for preemption and other capabilities and the cabinet needs to be upgraded for this. He said that Burlington Northern Santa Fe Railway (BNSF) gave a report to the City identifying this.

Mayor Anderson suggested that BNSF could lease this.

Mr. Owen discussed the project “Gateway Arch” on page 44 of the CIP book and said that this was identified through the America’s Best Communities (ABC) application and the Kingman Area Chamber of Commerce is working on this. He said that there are no solid cost estimates and there will be cost sharing with Nucor Steel for the fabrication and installation.

Councilmember Miles said that this was brought up in a meeting and the group was hesitant on the location.

Mr. Henry said that they were given a contact last week and they understand that the City is providing the foundation. He said that the design might be something that can be funded this year.

Vice Mayor Young asked about the location for the arch.

Councilmember Miles said that it would be located at Grandview Avenue.

Vice Mayor Young said that the Council decided on this several months back.

Councilmember Miles asked Mr. Dougherty if he had the same perception at the meeting.

Mr. Dougherty said that it would be set back from Grandview Avenue and Engineering is working on where the electrical lines are and moving the sidewalks.

Mr. Henry said that it would be set back from the light. He then discussed the project “Hualapai Mountain Rd – Frappes Ranch to Seneca Street” on page 45 of the CIP book and said that this is a continuation of the curbs, gutters, and sidewalks which would continue on the north side of the street. He said that this would be a five lane road with curbs, gutters, and sidewalks. He then discussed the project “Hualapai Mountain Rd – Seneca to Rancho Santa Fe Parkway” on page 46 of the CIP book and said that this will be the same project to the Rancho Santa Fe Parkway Interchange.

Mr. Owen discussed the project “Irving Street Improvement” on page 47 of the CIP book and said that this was for flood control and would be between Kino Avenue and Gordon Drive. He then discussed the project “Kingman Crossing Traffic Interchange” on page 48 of the CIP book which he said everyone is aware of.

Mr. Dougherty said that this project would be talked about at the Council meeting the next night.

Mr. Henry said that the way the CIP is written shows alternate funding. He said that as they get into the study for alternatives if the City builds part of the access bridge where this will be constructed it would reduce the overall cost of the traffic interchange. He then discussed the project “North Glen Road” on page 49 of the CIP book and said that they hope this will relieve traffic on Stockton Hill Road. He said that this is still a valid project and they are looking for several phases as there are some challenging issues. He said that there are some concerns from Willock Ranch which could have some potential issues.

Vice Mayor Young said that the congestion on Stockton Hill Road is from Detroit Avenue to the hospital and she does not see how much congestion this would relieve. She said that Western Avenue would help.

Mr. Henry said that it would depend on where people want to go. He then discussed the project “Prospector Street I-40 Crossing” on page 50 of the CIP book and said that this is for design costs. He said that there would be design costs for either option.

Councilmember Dean said that Rattlesnake Wash was not included in this.

Mr. Henry said that this was only for traffic and is not the actual dollar amount for those.

Vice Mayor Young said that both will be needed at some point.

Mr. Henry said that this would be discussed in a presentation on the Council agenda for the meeting the next night.

Councilmember Miles said that before considering two traffic interchanges that are so close the Council needs to consider prioritizing the Rancho Santa Fe Parkway interchange.

Mr. Owen discussed the project “Prospector-Kingman Crossing TI to Louise Ave” on page 51 of the CIP book and said this was an earlier version of the preceding project on page 50. He said that this would be an access road and this may go away depending on the progress of the project on page 50.

Vice Mayor Young clarified that this will be included in the presentation the next day which Mr. Henry said that it would.

Mr. Owen discussed the project “Rancho Santa Fe Parkway TI Phase I” on page 52 of the CIP book and said that this is for phase one and construction of the traffic interchange and the road to the airport. He said that the estimate is based on an old letter of intent. He said that the City has not been given anything else and he did not know if ADOT will participate in this.

Councilmember Dean said that the ADOT funding is long gone.

Mr. Owen said that the design and several of the plans would need to be updated.

Vice Mayor Young asked if the City or ADOT would pay for this.

Mr. Owen said that it depends on the agreement.

Mr. Henry said that the right of way that had been secured has lapsed.

Mr. Owen said that this was the City’s responsibility.

Councilmember Dean asked about extending the parkway to Hualapai Mountain Road.

Mr. Owen said that this was in phase two.

Councilmember Miles said that the Kingman and Mohave Manufacturers Association (KAMMA) president has discussed the option of renewing the right of way with the property owners and asked if staff had had this discussion to see if it could take place.

Mr. Owen said that the right of way was not dedicated but was an agreement with those owners. He said that they would not dedicate the right of way until the interchange is going to be built.

Assistant City Engineer Frank Marbury said that this was for the traffic interchange only and did not include arterial connections to it.

Mr. Owen said that going through a lot of the projects in the CIP, such as extending Airway Avenue, are related to Rancho Santa Fe Parkway and the arterial connections.

Councilmember Miles said that she recently saw a letter of support for a TIGER Grant for the Rancho Santa Fe Parkway and asked if staff applied for this for both interchanges

Mr. Owen said that he believed it had been and this would be on a future Council agenda. He then discussed the project "Rancho Santa Fe Parkway TI Phase II" on page 53 of the CIP book and said this would extend to Hualapai Mountain Road. He said that this is a loop road system.

Mr. Marbury discussed the project "Route 66 Pedestrian Improvements" on page 54 of the CIP book and said that this has gone out to bid and was on the Arizona Board of Transportation's agenda for the following Friday. He said that this project is federally funded so will go slower. He said that the goal is to have this completed before Andy Devine Days. He said that the bids have been opened.

Mr. Henry said that ADOT will manage the construction of this.

Mr. Owen discussed the project "Rutherford Street Improvements" on page 55 of the CIP book and said that this is another dirt road project. He then discussed the project "Sidewalk and ADA Improvements" on page 56 of the CIP book and said there are a lot of areas which follow old ADA requirements have do not meet the current ones nor will they meet the future requirements. He said that they would like to start working on some of those. He said that there are area requirements for the extent of roadway maintenance that can be done before these have to be updated. He said that they are hoping to focus on this with the next Community Development Block Grant (CDBG).

Mr. Henry discussed the projects "Southern Avenue – Eastern to Seneca" and "Southern Avenue – Seneca to Rancho Parkway" on pages 57 and 58 of the CIP book and said that both projects are on Southern Avenue. He said that he sees this being at least a three lane road if not five lane. He said that they hope this can be improved as much as possible through new subdivisions. He then discussed the projects "Stockton Hill Road – Airway to Gordon", "Stockton Hill – Detroit to Airway (Phase I)", and "Stockton Hill Road – Detroit to Airway (Phase II)" on pages 59 through 61 of the CIP book and said that these are all Stockton Hill Road related. He said that the ultimate goal is to widen Stockton Hill Road to six lanes. He said that Phase I would be the low hanging fruit of this project and adding a supplemental turn lane would allow for widening up to Interstate 40. He said that there is a small right of way dedication from neighboring property.

Councilmember Dean asked if this was the area with the extra driveway just approved by Council.

Mr. Henry said that it was and the same project would look at southbound Stockton Hill Road. He said that he believed they would be willing to work with the City on a dedicated turn lane which is the simplest option. He

said that phase two would be a continuation of this and the worst area is between Detroit Avenue and Airway Avenue. He said that there is a grant from ADOT for this and the report is on the City's website.

Mr. Owen discussed the project "Streetlight Relocation" on page 62 of the CIP book and said and said that this is on Andy Devine Avenue and Beale Street. He said that they are currently in the sidewalk and the maintenance is intensive with frequent problems. He said that this is based on estimates from the same project on Gordon Drive. He said that they would like to put them behind the sidewalk or could put them in a median. He said that there is a long stretch of Andy Devine Avenue that is only railroad on one side. He said that this is more of a way to alleviate long term maintenance. He then discussed the project "Street Lighting (LED upgrades)" on page 63 of the CIP book and said that the City has received a grant and replaced half of the lights. He said that this has led to a significant savings of about 30% right after the project was completed. He said that there are about 400 lights to go and this is a long term project primarily for Stockton Hill Road, Bank Street, and Airway Avenue. He then discussed the project "Street Safety Improvement Projects" on page 64 of the CIP book and said this is a highway safety grant program. He said that this is for a sign inventory system and detecting left hand turns.

Mr. Henry discussed the project "Topeka Street RR Crossing" on page 65 of the CIP book and said that this is another railroad crossing downtown and was identified in a transportation study. He said that there is a potential for the tracks to be blocked and there would be no access to the south side. He said that this would allow access to the south side and would allow public safety to that side of town. He said that the feasibility study is the first step and this is an important project with no funding.

Mr. Owen discussed the project "Traffic Signal Upgrades" on page 66 of the CIP book and said that this came out of a study. He said that this allows for wireless connectivity to get the signals to talk better. He said that they are currently using outdated equipment and can add video equipment and automatic alerts. He said that they can use the video for accident investigation.

Mr. Marbury said that this is for detection and monitoring, not traffic enforcement.

Mr. Henry discussed the project "Grace Neal Parkway – Stockton Hill East to City Limits" on page 67 of the CIP book and said that this is a far off project for improvements to Grace Neal Parkway. He said that the County completed the design concept and this connects Stockton Hill Road to the signal at the airport. He said that the idea is to improve Stockton Hill road to the city limits. He said that the majority of the project is outside of the city limits and the City would only have about 1.5 miles of it. He then discussed the project "Stockton Hill – Gordon to Northern" on page 68 of the CIP book and said that this is another future project and depends on needs but they wanted it on the Council's radar.

Parks and Recreation Director Mike Meersman discussed the project "Golf Course Club House and Cart Building" on page 71 of the CIP book and said that this is for clubhouse improvements. He said that the current club house is not large enough to hold large events.

Vice Mayor Young asked if this would improve the capability for the golf course to host weddings and other events.

Mr. Meersman said that it would. He said that the current facility is simply not big enough and cannot hold what they have now. He said that he cannot guess what the future demand would be as it would differ from year to year.

Councilmember Dean clarified that tournaments is the focus.

Vice Mayor Young said that she is thinking of marketing and revenue which they may be able to move up a little.

Councilmember Carver asked if there are restrictions on renting based on competing with private entities.

Mr. Cooper said that there are only internal restrictions and this if focusing on normal day to day operations.

Councilmember Carver said that he thought this was a previous concern.

Mr. Cooper said that he did not know if the Government Property Lease Excise Tax (GPLET) would apply to this though there is that potential.

Kingman Visitor Center Director Josh Noble said that he has records on people leasing the Powerhouse.

Vice Mayor Young said that this dwindled down to nothing after quite a bit of time.

Mr. Dougherty noted that the Central Commercial building is no longer available for events.

Vice Mayor Young said that a lot of people would like to have golf course weddings.

Mr. Meersman discussed the project "Lewis Kingman Park Restroom" on page 72 of the CIP book and said that this has been upgraded as best it can be but it still is what it is. He said that this is the face of the City when people see those types of facilities and this would be an improvement. He then discussed the project "Monsoon Park – Add ADA Approved Restrooms and Handicap Parking Area" on page 73 of the CIP book and said that this would allow the park to be used for full soccer fields. He said that the department cannot currently have organized activities at the park because there are not restroom facilities and ADA parking would be needed.

Vice Mayor Young clarified that if there are restrooms the park can host soccer games.

Mr. Meersman said that they could host soccer and softball.

Mayor Anderson suggested that residents in Rancho Santa Fe might approve the property tax to make these improvements.

Mr. Meersman discussed the project "Multipurpose Gym/Community Center" on page 74 of the CIP book and said that this is a big wish and is much needed in the community. He said that the department has a good relationship with the schools but it would be nice to have a facility. He said that they do not have a location for it yet and currently utilize Palo Christ School.

Mayor Anderson said that he sees this is for the design, engineering, and construction and this project is a good candidate for a private partnership which Mr. Meersman agreed that it was.

Mr. Dougherty said that this was brought up a lot with the ABC committee and was a request from the public.

Mr. Meersman said that there are a lot of possibilities and would be a good facility if they can get it.

Councilmember Miles said that there was a discussion on this several years ago and the college ended up with the land.

Mr. Meersman said that the department has looked at property and there might be an option at Sycamore Avenue and Harvard Street where the City owns a small piece of property. He said that the department needs to look for more land in the future and there is not a lot of space available. He then discussed the project "Park Site Acquisition" on page 75 of the CIP book and said that this is for north Kingman and the Camelback area. He said that it would be good to get this for a sports park and to utilize reclaimed water. He said that there is space available for this. He then discussed the project "Parks & Recreation Renovation" on page 76 of the CIP book and said more turf is needed for activities. He said that the department is strapped tight fitting events. He then discussed the project "Parks Maintenance Facility" on page 77 of the CIP book and said that the department has outgrown the current facility. He said that that much of the equipment sits outside and the weather takes its toll on it. He then discussed the project "Sports Park (4 ball field/soccer complex)" on page 78 of the CIP book.

Mayor Anderson asked how big of an area this would be.

Mr. Meersman said that it would be 20 to 30 acres. He said that if they can get it closer to the airport or a county park they could end up with a relationship for a facility there. He said that they can grow turf there if they can get water there and noted the park on Bank Street and Jameson Avenue. He said that there is a need to upgrade the lighting at Centennial Park. He said that the youth soccer league is trying to get a grant for lighting the field behind the Parks and Recreation Office. He said that the lighting is 30 years old and all of the fields need newer lighting. He said that this is more economical and safer. He said that the soccer league has provided information to the Parks and Recreation Commission and are hopeful they can get the grant to do this.

Mayor Anderson asked what the value of the golf course is.

Mr. Meersman said that it has not been appraised in years.

Mayor Anderson asked that, if Mr. Meersman can find an estimate from the last couple of years, he forward it to Mr. Dougherty.

Mr. Meersman discussed the project "Park Site Development" on page 80 of the CIP book and said that the City needs several parks. He said that the City owns a small parcel in Rancho Santa Fe and there are different locations around the City but they do not have the acreage they need and need to acquire more property for parks.

Mayor Anderson said that the Council had been provided with a list of City owned properties in the past and asked that an update be provided.

Fire Chief Jake Rhoades discussed the project "Apparatus Replacement" on page 83 of the CIP book and said that the department looked at the options available. He said that the department was due for a new engine this year and decided to look at refurbishing their reserve apparatus this year. He said that there is a facility in Las Vegas that does this and it would replace Engine 241 which would be a better apparatus to put in reserve. He said that when Station Five is projected out an engine would have to be placed there. He said that with the development of Kingman Crossing the dual function engine would be better suited to the commercial development and this enhances the use of the engine. He said that in 2020 they would like to refurbish the ladder truck and feel they can get 10 more years of service out of that truck which is a low service unit. He said that this extends the life of the truck out. He said that a new ladder truck would be \$1.2 million to \$1.3 million and this will allow the department to get at least 10 more years of out of the truck.

Vice Mayor Young asked about the "medic one" vehicles.

Chief Rhoades said that these would be rapid response. He said that the department is looking at putting this in place July 1, 2016, and back filling those paramedic positions utilizing paid-on-call firefighters (POCs). He said that these would run 8:00 A.M. to 5:00 P.M. to cover responses. He said that rather than sending an engine the department can send that unit. He said that the rapid response vehicles would be a smaller vehicle to save the engines. He said that the Insurance Service Office (ISO) rating for Kingman is currently at a four and the department feels they can get to a two pretty easily.

Mayor Anderson asked if there is any estimate on the time it would take to see the impact for homeowners would be.

Chief Rhoades said that there was not. He said that the coverage change in several areas will push the rating to a two. He said that Station Five would push this to a one.

Mayor Anderson asked if the emergency medical technician (EMT) vehicles would provide any flexibility moving forward.

Chief Rhoades said that this is a pilot program to see how it works. He said that the positions will be back filled POCs and ideally the department will be adding people to every shift. He said that this is a better option and will take the strain off of the engines, especially during the day. He said that the other option is addition personnel. He said that the department felt this was a good option and there are a couple of things that contribute to this. He said that they are rotating vehicles to get additional life out of them and provided a few examples.

Mayor Anderson said that public safety is a prime suspect for providing information at the public hearing. He said that people would like to hear how many insurance rates would go down and this is something the public really needs to know. He said that this is a high priority in the City and a high priority for insurance users. He asked that Chief Rhoades provide information on what the department can and cannot do and what they would like to do.

Chief Rhoades discussed the project "Mobile Radio Replacement – Up-grading" on page 84 of the CIP book and said that this is for the headsets in the engines. He said that some of these are over 20 years old and the department would be updating that. He said that the headsets are used during emergency responses. He then discussed the project "Fire Station 2 Reconstruction/Training Tower" on page 85 of the CIP book and said that this has been a topic for some time. He said that the department is working on finding an alternate location and the land where the station currently is would be more valuable for commercial use. He said that they are looking at moving to Motor Avenue and Harrison Street. He said that overlay between the stations would help and it is difficult to find space in the middle of town. He said that right now they are at the architect level and both Station Two and Station Five are at 95% design. He said that the station would move completely to the fairgrounds if this works out. He said that he was not aware of the space issues last year and at Station One the battalion chief truck stays outside because the bays are completely full. He said that the department's hazardous materials (hazmat) trailer is currently stored outside and the brush truck is housed in a shed at a park. He said that this will relieve some of that pressure and will relocate the battalion chief to where he needs to be.

Councilmember Carver asked about conducting training burns.

Chief Rhoades said that they have conducted several burns recently with no complaints. He said that they use mostly Hollywood smoke and they conduct burns twice per year and are limited. He said that this is why they

changed from the original land that was proposed as there was a concern for traffic watching the training. He said that they are looking at this corner for accessibility.

Councilmember Dean asked for clarification that the new station would be bigger than the current one.

Chief Rhoades said that it would and the current station is 53 to 54 years old right now. He said that the new station would have full bays and seven to eight sleeping areas. He said that this will allow the department to breathe a little. He said that the station will also have training and meeting rooms.

Councilmember Carver asked if adjustments would be made for female firefighters.

Chief Rhoades said that there would be. He said that the department has given serious consideration to a couple of female candidates in the cue right now. He said that one is currently pregnant and will test after her child is born. He said that both candidates would be very successful. He said that the department will hire the best candidate regardless of gender. He then discussed the project "Fire Station 3 Reconstruction/Addition" on page 86 of the CIP book and said that this station was built to expand. He said that this station is starting to push Station Two as the busiest station and needs to expand. He said that this station needs to be left in their district. He said that this will allow them to become an alternate dispatch and alternate emergency operations center (EOC). He said that the current dispatch and EOC locations are right along the tracks and this would allow them to get away and relocate. He then discussed the project "Fire Station 5 (Addition)" on page 87 of the CIP book and said that this is a new station and would also require additional personnel and apparatus. He said that the design is being done now and putting Station Five in play would help in a lot of ways but cannot cross Interstate 40. He said that Station Two is a higher priority. He said that the numbers in that area have gone up and the call time is over six minutes 82-percent of the time. He said that the department has talked to the hospital and the value of the land is more. He said that the City owns property at Kingman Crossing and there is space between the two schools. He said that there are a lot of issues with putting a station in a school area and the other option is at the end of Louise Avenue.

Vice Mayor Young asked if this becomes more predominant with Station Two moving.

Chief Rhoades said that it does and that right now Station Two and Station Three have similar response times. He said that this year there have been over 60 calls in that area and one compliments the other. He said that the department is hindered quite a bit by this. He then discussed the project "Fire Station Rehabilitation" on page 88 of the CIP book and said this is to increase the life of those facilities. He then discussed the project "Monitor/Defibrillator Replacement" on page 89 of the CIP book and said this is to lay out a plan the department can work with. He said that these will go with the rapid response units until the department can run nine defibrillators. He said that this lays out the plan for replacement. He said that this year the department was hit with a maintenance contract they were not planning for and this will allow the department to get the most life out of them. He then discussed the project "Personal Protective Equipment" on page 90 of the CIP book and said that this is for turnouts. He said that the national fire standard for this equipment is 10 years and some of the replacements have also gone to POCs. He said that the department tries to buy for frontline personnel first then assign to part-time personnel. He said that once the department gets into 2019 they will increase their inventory. He said that this will help them meet these standards.

Chief of Police Robert J. DeVries discussed the project "Police Building Security/Lobby" on page 90A of the CIP book and said that the goal is for the department to receive an accreditation which many states are going to their own accreditations. He said that the department is lacking in facility security and are looking at what it would take to meet that. He said that this will enhance security as the lobby is not safe for the front office staff.

He said that the department is not a 24/7 facility and this would prevent some issues. He said this leads into a bigger conversation with facilities.

Chief Rhoades discussed the project "Portable Radio Replacement" on page 91 of the CIP book and said that this is a replacement plan. He said that the project "Public Safety Admin. Bldg" on page 92 would be discussed last. Chief Rhoades discussed the project "Fire Station Electronic Alerting" on page 93 of the CIP book and said the technology put in the stations when they were built are now using a fraction of the capacity available. He said that the department is still using portable pagers and the capabilities are just not there. He said that this would complement the department tremendously. He said that this will bring the stations a level up. He then discussed the projects "Vehicle Extraction" and "Video Conferencing" on pages 94 and 95 of the CIP book and said that the department has applied for grants for these. He said that the department is to the point where some of the units are out of date and this would replace all of these units. He said that this would also give them the capability to handle heavier vehicles and enhance their abilities.

Mr. Dougherty said that electric cars are not handled the same way that other vehicles are.

Chief Rhoades said that it is much different than it was. He said that it takes a different set of tools and being able to extricate someone from those vehicles is not something the department can do right now. He said that the department is using a variety of equipment now and this would enhance their capabilities. He said that the video conferencing was on a grant from last year that the department put in for this year. He said that this would put a conferencing system in for training. He said that this can be used as a standalone system and would allow personnel to stay in their stations. He said that there are seven departments on the grant and the department felt the benefit was great enough to plan long term he said that this will allow them to work better with other departments and the other districts in the area. He said that other districts have this system and it is changing the way they are operating.

Mayor Anderson clarified that there is an operational savings here.

Chief Rhoades said that the savings is in infrastructure. He said that a lot of things have caught up and the department is making do with what they have and are now catching up. He said that going back to Station Two, the Bullhead Fire District decided to no longer have a hazmat technician and the department jumped at the opportunity to obtain their trailer. He said that it has increased the department's capabilities. He said that there is a lot of hazmat risk due to the railroad and transportation on Interstate 40. He said that this has increased their capability and need for space.

Mayor Anderson said that there is a difference in cost avoidance and cost savings. He said that the department does need to quantify this or give an estimate for cost avoidance. He said that this needs to be addressed somehow and the department needs to articulate why this is needed.

Mr. Dougherty discussed the proposed public safety administration building. He said that he and the two chiefs took a tour of Palo Christi School and had an architect take a look at it. He said that the first priority would be a public safety building as both departments are bursting at the seams. He said that the police department has nowhere to grow and parking is a major problem at their facility. He said that the Parks and Recreation Department needs a gym facility. He said that this was brought up to the school district and they are willing to look at it. He said that the district will not be opening the campus as a school and the City does not want it to just fall down. He said that there are five buildings looking at going onto the campus which would make it easier to call meetings. He said that it would house different departments and a meeting room in one facility. He said that the idea is that the playgrounds would become parking lots and the playground equipment would be moved to parks. He said that there is a lot of potential up there and he needs direction from the Council to

proceed. He said that the City has not talked about financing this and there is fund balance for this. He said that the City may be able to tap into the enterprise funds to help pay for this and there is a lot of room for new facilities. He said that he would propose to tear the current City Complex down and sell the other buildings. He said that this would also help fund the project. He said that this would move public safety, dispatch, the City Attorney's Office, the Engineering Department, and all of the departments housed in the City Complex into one facility. He said that there is a concern that so many of these facilities are along the railroad tracks. He said that the City Complex has major issues and discussed each of them. He said that there is a problem with sinking money into old buildings which is not a wise way to spend money. He said that some of the money for this comes out of the maintenance costs for the buildings. He said that he has directed Grants Administrator Bill Shilling to look for grants for this. He said that he thinks there may be some available to get this started and there is a lot of facility up there.

Councilmember Dean asked how old Palo Christ is.

Mr. Owen said that it is over 100 years old.

Councilmember Dean asked if it would need to be remodeled.

Mr. Dougherty said that the architect would tell them what could be used.

Councilmember Miles asked if there is asbestos in the building.

Mr. Dougherty said that there probably is as well as lead paint. He said that the City can sell some prime property and can put other things in that building. He said that the building will not be completely done away with.

Chief DeVries said that this is the result of several conversations. He said that there would be a lot of room sharing and they discussed the cost effectiveness. He the department was asked where they would like to be located and he said that they would like to be located downtown where they are in proximity of other government buildings noting that Mohave County is moving forward with plans to revitalize the Superior Courthouse.

Mr. Dougherty said that in addition to this the Northern Arizona Employee Benefit Trust, which is the benefit trust for employees, is putting treadmills in facilities in Bullhead City and Lake Havasu City for employees to get exercise during the day. He said that this would help with to lower health insurance costs. He said that every department here has nowhere to go and this is an issue for everyone. He said that the departments need to grow as the city grows and the departments cannot grow anymore.

Mayor Anderson said that the Council could not make a decision at this meeting but they can give direction to enter into more discussion with the school. He said that the City has the ability to explore what is available and what would be needed for the design.

Mr. Cooper said that the Council can provide direction.

Mayor Anderson asked that this item be placed on the agenda for the first meeting in April.

Councilmember Dean asked how the employees felt about this and said that he feels this is a good idea.

Council broke for lunch at 11:54 A.M.

Council returned from break at 12:31 P.M.

Mr. Owen discussed the projects “24” D.I. Transmission Main – Kino to Main Tanks Phase I” and “24” D.I. Transmission Main – Kino to Main Tanks Phase II” on pages 98 and 99 of the CIP and provided a brief summary of the project.

Mr. Henry discussed the project “Aerial Mapping” on page 100 of the CIP book and said that this is essentially a high resolution aerial photo of the City and would assist with mapping the water and sewer systems.

Mr. Owen discussed the project “Automated Meter Reading” on page 101 of the CIP book and said that he has had several discussions with the Council about moving forward with this system. He said that staff feels there are several potential benefits to this system including reduced water loss and increased service to customers through leak detection and notification.

Mr. Dougherty said that there are several areas in which water lines were recently installed and Public Works employees have to travel outside of the City to clear away weeds and debris so that the meters can be read. He said that if the meters were automatic this would not be an issue and there is a maintenance savings with this system.

Councilmember Dean asked if the meters are accurate and if they can be easily compromised.

Mr. Owen said that the new meters would be more accurate and the average age of the current meters is 12 years old. He said that they have held up pretty well and there is approximately a three-percent margin of error currently. He said that the automatic meters provide real-time information and can transmit every 15 minutes. He said that the typography of the area does present some challenges. He said that the next step is to meet with the contractor for this system.

Councilmember Miles asked what the impact would be on staffing.

Mr. Owen said that it would be minimal because meter reading service is currently contracted out. He said that the City currently pays Unisource Energy Services (UES) \$200,000 per year for meter reading services. He said that UES is putting out smart readers and they are putting in the infrastructure for it. He said that the City may be able to share some of that network and there are a lot of possibilities.

Councilmember Miles said that she is looking for a return on the amount of money spent.

Mr. Owens said that meter reading would go away.

Ms. Moline said that when Climatec did their study they estimated that this would generate an additional \$500,000 in revenue. She said that the City knows it will increase the revenue but does not know the extent.

Mr. Dougherty asked when the network would be built out.

Mr. Owen said that UES is indicating they will still have readers here. He said that over time this service will be tougher to find.

Mayor Anderson asked if the Municipal Utilities Commission (MUC) has had any input on the capital projects.

Mr. Owen said that the quarterly report provided to MUC was the last input they had.

Mayor Anderson clarified that the commission does not know the recommendations.

Mr. Owen said that there are a lot that are further out and depend on growth and gave a synopsis of each project. He said that distribution lines replace failing and aging lines. He said that some of these projects could change because the water master plan is on the way. He said that this will be incorporated next year.

Mr. Dougherty asked how much growth needs to take place before these are needed.

Mr. Owen said that it depends on where the growth is and is based on the idea of growth in the east bench though there is potential elsewhere. He then continued his synopsis of each project.

Mayor Anderson asked if this would reduce electricity costs.

Mr. Owen said that it potentially could though the pumps have gas engines. He said that the department is afraid to use the engines in anything other than emergencies. He said that these projects are working on regular operations.

Mayor Anderson said that if UES gets their request to change then they can bill during off-peak hours.

Mr. Owen said that this was correct and Unisource has provided the City with an analysis that would be incorporated. He then continued his synopsis of each project.

Mr. Henry said that the Council had a presentation on GIS mapping at a meeting in December, 2015, and this is how most utilities store and manage information. He said that this allows queries and will help with asset management. He said that the masterplan update will not finish until next fiscal year so the department has requested carrying some of those funds over. Mr. Henry then discussed the project "Andy Devine Avenue Sewer Extension" on page 117 of the CIP book and said that this will serve the El Travator Hill area. He said that this area is currently served entirely by a lift station and this is the only way to serve those facilities outside of the 500 foot extension requirement. He said that the only way for this to happen is for the City to undertake this. He then discussed the project "Berk/Beverly Sewer Extension, Fairfax St. to Fourth St." on page 118 of the CIP book and said that this was done through CDBG funding several years ago. He said that this will add a couple of blocks to this. He said that this does qualify for CDBG and the City is just waiting for the state to release the funding. He said that they do not know when this will happen so they have it in the next fiscal year. He then discussed the project "Broadway Avenue Sewer Extension" on page 119 of the CIP book and said this is the area where the new Walgreens is and is a rocky area. He said that people in that area do not have the funds to extend the line themselves.

Mr. Owen discussed the project "Chestnut Sewer Line Phase I" on page 120 of the CIP book and said that these sewer lines are located on private property and need to be relocated. He said that phase two on page 121 of the CIP book is associated with this. He then discussed the project "Downtown Sewer Outfall Line Relocation" on page 122 of the CIP book and said that the line is running above ground and causes problems. He said that the line is not accessible and this is a very important project. He said that this is a phase plan and could be built over several years.

Councilmember Dean asked what would happen if the pipe failed.

Mr. Owen said that the wash is considered a waterway of the United States and a failure would violate the City's permits. He said that the line was built in the 1970's. He then discussed the project "Goldroad Avenue Sewer Replacement" on page 123 of the CIP book and said that this is another private property line. He then discussed the project "I-40 Sewer Line Boring" on page 124 of the CIP book and said that this is a new crossing under Interstate 40. He said that there would be problems if the system had to pump around Interstate 40.

Mr. Henry said that the Rutherford crossing would also eliminate two lift stations.

Mr. Owen discussed the project "Mohave Channel Trunk Sewer" on page 125 of the CIP book and said this project is in design. He said that this would open up a lot of the area north of Gordon Drive for a sewer station that would eliminate a lift station which is not completely in compliance with state standards now. He said that the next few projects were for reclaimed water and are alternatives for what to do with the reclaimed water. He said that the City could make it available to the industrial park, bring it in to the golf course and parks, or to inject it back into the aquifer. He then gave the potential costs for each.

Mr. Henry said that a study on this is complete and is on the website. He said that a brief presentation will be given to MUC and the consultant will give a presentation to the Council.

Councilmember Miles asked if this included a cost/benefit analysis.

Mr. Henry said that it did and all three are viable options. He said that this will hopefully take place at some point and a presentation would be given at the April 5, 2016, Council meeting.

Mr. Dougherty said that if the Council decided on injection part of the problem now is because of the amount of prescription drugs that go through the system and what will be filtered out.

Mr. Henry said that the sewage treatment plant does not do this.

Mr. Dougherty said that the best option is to reuse the water.

Mr. Owen said that there is the option to do a combination and this is still a good program. He said that there are permitting and sampling requirements. He said that there are different kinds of recharge and all options are viable. He said that this is part of the tools the City would have for use.

Mr. Henry said that the plant does not test for that level and he did not know if this could be done. He said that the City does not want to inject poor material back into the water supply.

Mayor Anderson asked if it would be possible to provide an estimate on the percentage of water and sewer use from the airport.

Mr. Henry said that he could and said the study looked specifically at that.

Mayor Anderson said that it is one thing to look at population and it is another thing to look at floor space. He said that this would increase at the airport.

Mr. Henry said that the report concluded that there is not enough use there now. He said that if a high water user came in that would be more viable.

Mr. Dougherty said that the farms in this area could expand and tap into this.

Mr. Henry said that the City would need to know what they are sizing the tank for and there is a limit on the number of gallons per day of A+ effluent. He said that the City needs the facility to do it.

Councilmember Dean asked if there would be enough to run a small power plant.

Mr. Henry said that there could be.

Councilmember Dean said that this was a concern in Golden Valley.

Mr. Henry said that he does not recall exactly what they are using.

Councilmember Dean said that there is the potential to attract one.

Mr. Henry said that there has been discussion of a solar plant but nothing has come in. He said that all three are viable options at some point.

Mr. Dougherty said that he and the Mayor met with the airport on this and there is more and more interest every day to use this. He said that they will need to know the options when it comes up.

Mayor Anderson said that the area is not considered upscale or high scale property for anything else. He said that solar would be viable for them and the airport has very little government.

Mr. Owen discussed the project "Sewer Extension Capital Projects" on page 129 of the CIP book and said this went through MUC and is continuing from this year.

Mr. Henry discussed the project "Sewer GIS Mapping" on page 130 of the CIP book and said that this is the other half of the water GIS mapping. He then provided examples of potential uses.

Mr. Owen discussed the project "Sewer Line Replacement/Realignment" on page 131 of the CIP book and said that most of this is on the south side. He then discussed the project "Sewer Slip Lining/Repair" on page 132 of the CIP book and said that this is a different method for replacement. He explained the process and potential location where it could be used such as Stockton Hill Road by the Post Office. Mr. Owen gave a synopsis of the project "South Kingman Sewer Replacement" and "Wastewater Infiltration Projects" on pages 133 and 134 of the CIP book. He said that consultants have identified where the main culprits are and the department wants to replace those over the next few years to keep them out of the system. He then gave a synopsis of the projects "Trash Containers" and "Truck Replacement" on pages 137 and 138 of the CIP book. He discussed the project "8th Street Underpass" on page 141 of the CIP book and said that this is monsoon storm related. He said that this would clear the underpass out for access. He said that this is also a winter storm issue and will help keep access open to the south side.

Mr. Henry discussed the project "Beverly Avenue" on page 142 of the CIP book and said that this is from Western Avenue to In-N-Out Burger. He said that this is needed on the south side due to erosion problems. He said that if the ditch is filled in and curbs and gutters are installed then there is less capacity and the area could flood more. He said that this will bring the water down to the ADOT channel. He said that this can proceed accordingly in Fiscal Year 2018. He then discussed the project "Bull Mountain Drainage Channel" on page 143 of the CIP book and said that this comes across Stockton Hill Road now and causes flooding on Gordon Drive. He said that this would run to the culvert/channel at the movies near Station Three. He said that there is a long list of improvements and went over what each year would fund. He said that this will eventually

go to the Mohave Wash Project. He then discussed the project "Burbank-Mohave Channel Crossing" on page 144 of the CIP book and said that this was behind Walmart and would provide additional access to the shopping center and an additional egress. He said that he is not sure where this fits in with the lake project and a right of way would be needed from Mohave County. He said that it is dependent on what happens with the property. He then discussed the project "Coronado Avenue Storm Drain" on page 145 of the CIP book and said that this was between Irving Street and the Mohave Wash Channel. He said that this is currently a dirt road that has a lot of maintenance issues and the department would like to take the drainage to Mohave Channel. He then discussed the project "Drainage Maintenance and Erosion Protection" on page 146 of the CIP book and said this allows funding for problem areas during storm season.

Mr. Owen said that the City was able to make repairs to the Kenwood Avenue curve at Eastern Street because of this.

Mr. Henry discussed the project "Golden Gate Improvement District" on page 147 of the CIP book and said that this area receives a lot of flood complaints. He said that the midpoint of the block is the low point and causes problems. He said that this would fix the drainage and allow for street improvements.

Councilmember Dean asked if this was near Fairgrounds Boulevard.

Mr. Henry said that this was more the midblock and Fairgrounds Boulevard is higher so some of the water can't get there. He said that it is going through people's back yards and causes problems. He said that this is a local flooding issue and the area is not in a flood plain. He then discussed the project "Land Acquisition-Drainage" on page 148 of the CIP book and said that this is a revolving fund for problem areas. He said this will allow the purchase of lots that cause problems. He then discussed the project "Master Drainage Plan Update" on page 149 of the CIP book and said it has been almost 30 years since the last master plan update. He said that the City is overdue and there is a lot of development that would affect things. He said that Mohave County has a good flood plain ordinance and there is the potential for the City to adopt their flood plain ordinance with some amendments. He said that this would address how to address drainage and also look at additional projects to come up with budget planning. Mr. Henry provided a synopsis of the project "Rail Road Drainage Channel" on page 150 of the CIP book. He then discussed the project "Southern Avenue Storm Drain" on page 151 of the CIP book and said this will drain into Southern Avenue and Eastern Street. He said that it will then drain to Franklin Drive and extend the storm drain in Eastern Street with known flooding problems. He said that this will make it easier to cross the intersection during a storm. He then discussed the project "Southern Vista Subdivision and Steamboat Drive - Drainage" on page 152 of the CIP book and said this is a problem area for the City with a lot of drainage issues.

Vice Mayor Young asked if there is a wash through there.

Mr. Henry said that there probably is and there have been a lot of complaints from residents. He then discussed the project "Sycamore Avenue Storm Drain" on page 153 of the CIP book and said and said that Western Avenue is key. He said that there has been problematic drainage at the hospital. He then discussed the project "Western Avenue-Beverly to Sycamore" on page 154 of the CIP book and said that there is sparse curb and gutter in the area. He said that this would improve that street and make it a collector street.

Mr. Dougherty asked if contractor Doug Angle is required to keep up the berm at Diamond Joe Road. He said that Mr. Angle recently got permission to go to the next phase and asked what the long term solution is to not flood that neighborhood.

Mr. Henry said that the berm is temporary and Mr. Angle would be responsible for maintaining it.

Mr. Dougherty asked if Mr. Angle is going to put Diamond Joe Road into his subdivision.

Mr. Henry said that Mr. Angle only has property to the north.

Mr. Dougherty asked if there are any further plans for a storm drain at this point.

Mr. Henry said that there are no plans right now and the east side of the property is where there is a large drainage parcel. He said that the area does have some issues to deal with and there are some things that can be done to help this.

Mr. Dougherty said that more building will cause this issue to continue.

Ms. Moline then discussed the funding sources for the CIP and said that the City does not have the money to pay for the entire thing. She then gave a synopsis of the next several slides and said that there is no bond authorization right now. She said that this would be the primary funding source for these large projects and the City could have a debt capacity of \$36 million. She then gave a brief overview of the bond, grant, and improvement district processes.

Councilmember Miles asked that Ms. Moline provide the Council with a copy of the PowerPoint presentation which Ms. Moline said that she would provide.

Ms. Moline gave a synopsis of investment fees and where they are dedicated. She also provided a synopsis of the City's operating costs and a preview of the operating budget. She also provided a synopsis of the budget priorities.

Mr. Dougherty said that he asked several department heads to sit on a committee and bring back a proposal to deal with compression. He said that he and the committee went back and forth with the proposal and came up with an option that will take care of employees with seven or more years of service. He said that this will bring the City a lot closer to where it needs to be for compression. He said that this proposal will be presented with the budget. He said that this was worked on diligently.

Ms. Moline continued her synopsis of the citywide priorities.

Councilmember Dean asked if the City has a safety incentive program.

Ms. Walker said that it does not and a loss control technician was just hired. She said that the severity of injuries is causing the increase.

Ms. Moline continued her synopsis of the citywide priorities.

Councilmember Carver asked about the proposed legislation to change the Public Safety Personnel Retirement System.

Ms. Walker said that this would only be for new hires going forward. She said that the City of Kingman has taken a higher contribution rate to chip away at its portions of the program debt. She also said that under the new plan it will be 30 years before the City sees a savings.

Councilmember Carver asked about employer contribution and what employees received if they pull their funds out of the system. He said that previously they only received their contribution.

Ms. Walker said that now an employee receives 100% of their account balance after 10 years of service.

Ms. Moline gave a synopsis of the department priorities and the calendar for the coming budget.

Mayor Anderson said that in six budget cycles this is the most exchange he has seen with the Council. He said that it is good to see concern from the Council and to see the preparation in putting the information together. He said that he wished all seven Council members were present and thanked the staff for all of their hard work.

Mr. Dougherty said that it went extremely well and he appreciated the staff input and Council's questions. He said that he appreciated the hard work and looking at all of this. He said that a lot of time goes into this and he appreciated the Council looking at it.

Vice Mayor Young made a MOTION to ADJOURN. Councilmember Carver SECONDED and it was APPROVED by a vote of 5-0.

ADJOURNMENT – 1:43 P.M.

ATTEST:

APPROVED:

Sydney Muhle
City Clerk

Richard Anderson
Mayor

STATE OF ARIZONA)
COUNTY OF MOHAVE)ss:
CITY OF KINGMAN)

CERTIFICATE OF COUNCIL MINUTES

I, Sydney Muhle, City Clerk and Recording Secretary of the City of Kingman, Arizona, hereby certify that the foregoing Minutes are a true and correct copy of the Minutes of the Work Session Meeting of the Common Council of the City of Kingman held on March 14, 2016.

Dated this 19th day of April, 2016.

Sydney Muhle, City Clerk and Recording Secretary



CITY OF KINGMAN COMMUNICATION TO COUNCIL

TO: Honorable Mayor and Common Council

FROM: City Clerk's Office

MEETING DATE: April 19, 2016

AGENDA SUBJECT: The Regular Meeting and Executive Session minutes of April 5, 2016

SUMMARY:

FISCAL IMPACT:

STAFF RECOMMENDATION:

Approve minutes.

ATTACHMENTS:

Description

Regular Meeting minutes of April 5, 2016

REVIEWERS:

Department	Reviewer	Action	Date
City Manager	Roper, Erin	Approved	4/14/2016 - 2:14 PM

CITY OF KINGMAN
MEETING OF THE COMMON COUNCIL
Council Chambers
310 N. 4th Street
DRAFT
MINUTES

5:30 PM

Tuesday, April 5, 2016

REGULAR MEETING

CALL TO ORDER AND ROLL CALL

Members	Officers	Visitors Signing in
Richard Anderson – Mayor	John Dougherty, City Manager	See attached list
Carole Young - Vice-Mayor	Carl Cooper, City Attorney	
Mark Abram	Jackie Walker, Human Resources Director	
Larry Carver	Jake Rhoades, Fire Chief	
Kenneth Dean	Greg Henry, City Engineer	
Jen Miles	Lee Hocking, Assistant City Attorney	
Stuart Yocum	Robert DeVries, Chief of Police	
	Mike Meersman, Parks and Recreation Director	
	Tina Moline, Finance Director	
	Gary Jeppson, Development Services Director	
	Rob Owen, Public Works Director	
	Joe Clos, Information Services Director	
	Sydney Muhle, City Clerk	
	Erin Roper, Deputy City Clerk and Recording Secretary	

Mayor Anderson called the meeting to order at 5:30 P.M. All councilmembers were present.

INVOCATION

The invocation will be given by Grif Vautier of Kingman Presbyterian Church.

Reverend Vautier was unable to be present. Mayor Anderson led a moment of refection, after which the Pledge of Allegiance was said in unison.

PLEDGE OF ALLEGIANCE

THE COUNCIL MAY GO INTO EXECUTIVE SESSION FOR LEGAL COUNSEL IN ACCORDANCE WITH A.R.S.38-431.03(A) 3 TO DISCUSS ANY AGENDA ITEM. THE FOLLOWING ITEMS MAY BE DISCUSSED, CONSIDERED AND DECISIONS MADE RELATING THERETO:

1. APPROVAL OF MINUTES

a. The Regular Meeting minutes of March 15, 2016

Councilmember Abram and Councilmember Miles recused themselves as they were excused from the meeting.

Councilmember Carver made a MOTION to APPROVE the Regular Meeting minutes of March 15, 2016. Councilmember Yocum SECONDED and it was APPROVED by a vote of 5-0 with Councilmember Abram and Councilmember Miles ABSTAINING.

2. APPOINTMENTS

a. **Consideration of appointing a candidate to the Planning & Zoning Commission to replace Tyler Angle**

Tyler Angle moved out of the corporate limits of the City of Kingman and therefore was not able to continue to serve on the commission. The commission met on March 8, 2016 and considered five candidates to fill the remainder of Mr. Angle's term, which ends December 31, 2017. Two of the five candidates, Thomas Schulte and Terry Shores, attended the March 8, 2016 commission meeting.

The Planning & Zoning Commission recommends that Council appoint either Thomas Schulte or Terry Shores to fill the unexpired term of Tyler Angle.

Applicant Thomas Schulte stated he was a candidate for appointment during the last round of vacancies and was asking to be appointed to this vacancy. Mr. Schulte stated he had experience in senior level security management at the federal, state and local levels. Mr. Schulte stated there were rules, regulations, policies and procedures at every level and he learned how to apply them to projects. Mr. Schulte stated the process could be long and painful, but it was necessary follow the system. Mr. Schulte stated he studied a lot of quality assurance systems and it was vital to look beyond the first level of impact in order to avoid the law of unintended consequences. Mr. Schulte stated he was active in the community and learned to be a team member through military and law enforcement experience. Mr. Schulte stated the hardest thing to tell a person was "no" and a denial needed to be followed up with a clear, unemotional explanation of why the decision was made. Mr. Schulte stated he chose to retire in Kingman. Mr. Schulte stated the City needed to preserve the historic nature of Kingman while allowing for its growth. Mr. Schulte stated his corporate management experience could be beneficial for the City.

Applicant Terry Shores stated she lived in Kingman for 30 years and felt she could give back to the community. Ms. Shores stated there was a lot of change over the years and she wanted to help promote more positive growth. Ms. Shores stated she worked for the State of Arizona and handled policies, procedures, laws and regulations on the federal and state level. Ms. Shores stated she would love to have the opportunity to serve to community and be a part of the team.

Councilmember Abram made a MOTION to APPOINT Thomas Schulte to the Planning & Zoning Commission. Mayor Anderson SECONDED and it was APPROVED by a vote of 7-0.

b. **Consideration of appointing a new Historic Preservation Commission (HPC) member**

The Historic Preservation Commission has two vacant terms that expire in December, 2017. On March 21, 2016 the commission voted 5-0 to recommend Jacqueline Huntoon for appointment to the commission. **Staff recommends approval.**

Jacqueline Huntoon stated she was a registered architect and moved to Kingman in 2003. Ms. Huntoon stated she worked in southern Arizona on many state facility buildings and had experience with historic preservation. Ms. Huntoon stated she stopped her practice when she moved to Kingman in order to focus on her family, but has always been involved in the Kingman community. Ms. Huntoon stated her children were older now and she wanted to become more involved. Ms. Huntoon stated she loved historic architecture and thought serving on the HPC looked like an interesting opportunity.

Councilmember Miles made a MOTION to APPOINT Jacqueline Huntoon to the Historic Preservation Commission. Vice-Mayor Young SECONDED and it was APPROVED by a vote of 7-0.

3. AWARDS/RECOGNITION

a. **Employee recognition**

In appreciation for their hard work, dedication, and loyalty, the Council would like to recognize employees who have reached years of service milestones, beginning at five years of service and continuing at each five year interval.

Yrs of

Service	Name	Title	Department
20	Shilling, William	Principal Planner	Development Services
15	Coffin, David	Police Sergeant	Police
15	Wyatt, Joseph	Equipment Operator A	Public Works
10	Bailey, William	Water Technician A	Public Works
10	Jeppson, Gary	Development Services Director	Development Services
10	Heitman, Daniel	Groundskeeper	Parks & Recreation
10	White, Noland	Groundskeeper	Parks & Recreation
10	Baker, Jeff	Information Technology Coordinator	Information Technology
5	Garcia, Jesse	Equipment Mechanic	Parks & Recreation
5	Hambrick, Burley	Project Manager	Public Works
5	Robert Olivas	Equipment Operator B	Public Works

The Council would like to congratulate the following retirees on their retirement:

Tom Blum who retired from Public Works on January 4, 2016 with over 30 years of outstanding service.

Dean Pethers who retired from Public Works on January 7, 2016 with over 30 years of outstanding service.

Chris Kimrey who retired from the Fire Department on December 26, 2015 with over 21 years of outstanding service.

Ricky Pierce who retired from Public Works on January 14, 2016 with over 15 years of outstanding service.

Roy Ratliff who retired from Public Works on February 1, 2016 with over 14 years of outstanding service.

Jeff Campbell who retired from the Fire Department on January 7, 2016 with over 9 years of outstanding service.

Mayor Anderson presented certificates to the employees who were present.

b. Proclamation for KABAM! Festival Day

Literacy is the foundation of the economic, educational and cultural wellbeing of a community. The Mohave Library Alliance seeks to promote literacy, the love of books and the joy of reading and has received the support of various local organizations and groups. The Mohave Library Alliance is sponsoring the KABAM! (Kingman Area Books Are Magic) Festival to promote literacy in the Kingman area.

Mayor Anderson read the proclamation and presented it to the members of the KABAM! steering committee.

4. CALL TO THE PUBLIC - COMMENTS FROM THE PUBLIC

Those wishing to address the Council should fill out request forms in advance. Action taken as a result of public comments will be limited to directing staff to study the matter or rescheduling the matter for consideration and decision at a later time. Comments from the Public will be restricted to items not on the agenda with the exception of those on the Consent Agenda. There will be no comments allowed that advertise for a particular person or group. Comments should be limited to no longer than 3 minutes.

Kingman resident AJ Banks stated she lived near the intersection of Washington Street and Southern Avenue where recycling bins were recently relocated. Ms. Banks stated many nearby residents felt the bins were a traffic hazard because there was no place to pull off and unload the recycling. Ms. Banks stated the corner was also used as a school bus stop in the morning and having the bins there was not safe for children. Ms. Banks stated the bins would draw bugs during the summer and it was not an appropriate for them to be located in a residential area.

Mayor Anderson directed City Manager John Dougherty to review the placement of recycling bins in the City and provide the information to the Council at a future meeting.

Kingman resident Herberta Schroeder stated the councilmembers needed to remember it was impossible to make everyone happy all the time. Ms. Schroeder stated the Council was elected to make decisions for the community as a whole, which meant certain individuals would be unhappy. Ms. Schroeder stated it was a difficult job to make these decisions, but continuing to revisit a topic would anger everyone. Ms. Schroeder

stated the City had ordinances addressing zoning, but there was not enough personnel to investigate every single issue. Ms. Schroeder stated the investigations were complaint driven, such as those made on a yellow conex located on Andy Devine Avenue and Hall Street.

Kingman resident Doug Dickmeyer stated the City needed a reliable source of revenue in order to grow and that could be accomplished through developing the Rancho Santa Fe traffic interchange. Mr. Dickmeyer stated the interchange had unlimited growth potential for retail and manufacturing in the City.

Kingman Airport Users Association member Gary Rucker distributed a document, which is included at the end of this report. Mr. Rucker stated it was three weeks since the organization requested to be heard by Council and he wanted to share another finding on the airport. Mr. Rucker stated he received feedback showing the majority of businesses would not recommend to other businesses to relocate to the Kingman Airport and Industrial Park or to work with the Kingman Airport Authority (KAA). Mr. Rucker stated his organization had a solid, workable plan to repair the damage. Mr. Rucker stated he assembled a local team of experts and they were ready to help the City transform the way business was conducted at the airport.

Mayor Anderson directed Mr. Dougherty and City Attorney Carl Cooper to make a recommendation to Council as to how to meet with the group or involved individuals.

Kingman resident Pat McBrayer distributed one packet of information, which is included at the end of this report. Mr. McBrayer stated he was a former councilmember and had concerns about storage containers on properties. Mr. McBrayer stated storage containers were only allowed in C-3 and industrial zones, however it appeared Mr. Dougherty and the Council were permitting storage containers to exist in C-1, C-2 and residential areas despite complaints. Mr. McBrayer asked if the decision was made at a public meeting. Mr. McBrayer asked the Council to review the documents he provided. Mr. McBrayer stated the container issue appeared to have deception and favoritism as he was currently being prosecuted by the City for having a storage container on his property. Mr. McBrayer stated the City Manager and City Attorney served at the pleasure of the Council, not vice versa. Mr. McBrayer asked the Council to discuss the issue in the Executive Session.

Kingman resident Jennifer Chambers stated she was speaking on Consent Agenda item "5f" for the sewer variance at 569 Anson Smith. Ms. Chambers stated the septic tank on her property failed and she was willing to abide by City regulations to connect to the sewer system. Ms. Chambers stated there was sewer infrastructure on Harvard Street, but not on Anson Smith. Ms. Chambers stated she owned one acre of property on a corner and following the City regulations would cost a total of \$35,000 for the sewer extension. Ms. Chambers stated she and her husband were elderly and could not afford the expense, especially when there was no way to recoup the money through a sewer payback agreement. Ms. Chambers asked the Council to grant a variance allowing sewer to be extended to the corner of the property only and not the entire frontage.

5. CONSENT AGENDA

All matters listed here are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items. If discussion is desired, that item will be removed from the CONSENT AGENDA and will be considered separately.

a. Special event liquor license application

Applicant Regina M. Musumeci of the Kingman Powerhouse Kiwanis has applied for a Series 15 Special Event Liquor License for an event to take place Saturday, May 21, 2016, from 4 P.M. to 11:59 P.M. at 201 N. 4th Street in Kingman. **Staff recommends approval.**

b. Consideration of waiving requirements outlined in Ordinance 1795

On April 7, 2015, Council passed Ordinance 1795 for property located at 503 E. Spring Street which changed the zoning from Residential Single Family to C-1 Commercial Neighborhood Convenience. Part of the ordinance requires compliance with the 2012 Edition of the International Building Code (IBC) and the Americans with Disabilities Act (ADA) requirements including off-street parking to the rear of the building, constructing a six foot wall, and maintaining the historic character and appearance of the primary building. The City standards require nine off-street parking spaces due to the square footage of the building. The owner has requested that the parking requirements be waived.

Staff believes the existing wall is sufficient and recommends waiving the parking requirement due to lack of space on the property. **Council discretion.**

c. Resolution 5003: approval of intergovernmental agreement (IGA) with the Mohave County Flood Control District for disbursement of Fiscal Year 2016/2017 tax revenues (ENG16-0010)

The City of Kingman has received its annual IGA from the Mohave County Flood Control District. This IGA will provide \$542,062.00 in funds for flood control related projects in the City of Kingman including projects for storm drains in Sycamore, Southern and Coronado Avenue, Eighth Street improvements, Beverly Avenue drainage easement, Southern Vista and Steamboat Drive drainage improvements, land acquisition for the drainage projects and parcels, and various drainage and maintenance erosion protection projects. **Staff recommends approval.**

d. Application for temporary liquor license extension of premises/patio permit

Applicant Noble Zubaid of 66 on 66 Bar and Grill, LLC dba Canyon 66 Restaurant and Lounge has submitted a temporary application for extension of premises/patio permit for April 28, 2016 through May 1, 2016 located at 3100 E. Andy Devine in Kingman. **Staff recommends approval.**

e. Payment to the Arizona Department of Transportation (ADOT) for Project ENG14-039

The total project cost is slightly higher than the original budget and Staff has received an invoice from ADOT for the project. Construction costs were originally budgeted at \$256,768.00. Those costs have increased to \$276,312.00, a difference of \$19,544.00. Due to savings during the design phase, the overmatch of \$19,544.00 can be reduced to the invoiced amount of \$7,312.00. There are also savings in the I-40 feasibility study which can be used to offset the overmatch for this project. **Staff recommends authorizing the use of Capital Project funds in the amount of \$7,312.00 to pay the invoice dated March 17, 2016.**

f. Resolution 5007: approving a sewer extension variance for 569 Anson Smith Road (ENG16-0009)

On March 24, 2016, the Municipal Utility Commission (MUC) reviewed a request for a sewer extension variance to 569 W. Anson Smith Road. The subject property is approximately 1.14 acres in size and is located at the intersection of Anson Smith Road and N. Harvard Street. The applicant submitted a letter requesting that the sewer extension occur only along the portion of the Anson Smith frontage adjacent to the home. Section 7.2 (A) of the Utility Regulations requires that the sewer extension take place along the total frontage of the property to be served, which includes both the Anson Smith and Harvard Street fronts. In 2014, Council approved Resolution 4906, which allowed a corner lot to extend across one full frontage only. Resolution 5007 approves a variance to the Utility Regulations by allowing the sewer extension to occur across the Anson Smith property frontage instead of the total property frontage. The MUC voted 5-0 to recommend approval of this sewer extension exception, citing the previous variance. **Staff recommends approval.**

g. Consideration of Amendment 3 to Engineering Contract ENG14-084

On March 17, 2015, Council approved construction contract ENG14-084 with Freiday Construction, Inc. to begin Phase One of a series of water and sewer projects throughout the City. Staff previously recommended that the construction manager at risk (CMAR) project be broken into separate construction phases. Amendment 3 will add an additional 180 calendar days to the construction contract time and provide additional funding to the project. **Staff recommends approval.**

h. Proposed Resolution 5008: approving the release of a portion of the cash escrow assurance for Sunrise Business Park, Tract 6037

Mohave Engineering Associates, Inc., project engineer, on behalf of the property owner, Lingenfelter Family Trust, has requested the approval of a release of a portion of the cash escrow assurance. The request is to release \$116,021.00 for the completion of curbs, gutters and sidewalks, as well as utility conduit within the subdivision. The City Engineer and Public Works inspectors are in the process of verifying that the improvements are complete and in compliance with the terms of the final plat and requirements of the City of Kingman Subdivision Ordinance. **Staff recommends approval.**

Mayor Anderson requested item "5f" be removed from the Consent Agenda for discussion. Mayor Anderson asked Ms. Chambers if it was correct that the septic system had not been confirmed to have failed.

Ms. Chambers stated the tank was pumped and appeared to have experienced a blockage. Ms. Chambers stated she called a plumber and had the tank dug up. Ms. Chambers stated the tank was pumped again and the septic company stated the system had failed. Ms. Chambers stated the septic contractor notified the City that the septic system was in failure and she needed to connect to sewer. Ms. Chambers stated no one physically inspected the system to confirm it failed.

Mayor Anderson stated he did not want to vote on an action that may be unnecessary. Mayor Anderson stated the septic system should be inspected in order to verify it had failed before going through the process of connecting sewer. Mayor Anderson asked City Engineer Greg Henry if he could recommend a group to determine if the system had failed.

Mr. Henry stated a permit issued by the Mohave County Health Department stating the system failed would qualify. Mr. Henry stated the County may charge an inspection fee.

Ms. Chambers stated she contacted the County and they stated they do not inspect septic systems until the sewer was connected, at which point they issued a cease and desist permit on the septic system.

Mr. Henry stated he did not have any contractors he could recommend.

Ms. Chambers stated she wanted to comply with City regulations, but felt it was unfair to extend the sewer lines for the entire length of the property. Ms. Chambers stated she was not a developer and had no way to recoup the money spent on the lines.

Mayor Anderson asked Ms. Chambers if the variance could be held until the septic system was inspected.

Ms. Chambers stated it had already been a month and she did not want to end up with another problem if she had to wait longer. Ms. Chambers stated it would also take a long time to install sewer lines.

Mr. Henry reviewed the summary for item "5f" and displayed the map associated with the item. Mr. Henry stated the septic system required pumping at a very short interval, which could mean there was a problem with the leech field or a blockage. Mr. Henry stated it was difficult to know without inspecting the system.

Councilmember Abram asked for the average sewer extension price.

Mr. Henry stated Ms. Chambers' paperwork showed \$28 per foot for a total of 432 feet, but there were also manhole covers, pavement replacement, backfill and other expenses to consider.

Councilmember Abram stated the amount of sewer line that would extend beyond Ms. Chambers' house would total \$3,500.

Mr. Cooper stated the only way to recoup the money would be through a sewer payback.

Ms. Chambers stated the property across from her consisted of several bank owned properties that the bank would not sell individually. Ms. Chambers stated the property would not connect to Anson Smith sewer line and would most likely be installed inside the property. Ms. Chambers stated there were no other users except for two other houses, one of which had a new septic tank installed two years ago and the other which had the tank inspected in 2013. Ms. Chambers stated she could not afford the total cost of the sewer lines, even with a loan.

Mayor Anderson stated the septic system needed to be inspected to ensure it failed and if it had the Council could grant a variance.

Councilmember Miles asked if Ms. Chambers could qualify for a community development block grant (CDBG) rehabilitation grant.

Development Services Director Gary Jeppson stated Ms. Chambers' problem was eligible, but the City did not have any CDBG money. Mr. Jeppson stated the State was trying to get out of housing rehabilitation altogether and the City was still trying to work with the State on sewer extension grants from two to three years ago.

Councilmember Carver stated this issue would arise frequently with the expansion of the City and Ms. Chambers would not be the only person to face these problems. Councilmember Carver stated septic systems were not designed for dense populations, which meant the City did want people to connect to sewer, but nothing firmly showed Ms. Chambers' septic had failed.

Councilmember Carver made a MOTION to PULL item "5f." Vice-Mayor Young SECONDED and it was APPROVED by a vote of 7-0.

Mayor Anderson directed Mr. Jeppson and Mr. Henry to keep in contact with Ms. Chambers and help her determine if there was a septic system failure.

Councilmember Yocum made a MOTION to APPROVE the Consent Agenda as presented excluding item "5f." Councilmember Abram SECONDED and it was APPROVED by a vote of 7-0.

6. OLD BUSINESS

a. Splash Pad development agreement

The development agreement between the City and Venture Club for the construction of the Splash Pad at Cecil Davis Park has been completed. The goal is to have the project finished by Memorial Day. **Staff recommends approval of the Development Agreement for the construction of the Splash Pad at Cecil Davis Park.**

Councilmember Carver made a MOTION to APPROVE the Splash Pad development agreement. Councilmember Miles SECONDED and it was APPROVED by a vote of 7-0.

b. Splash Pad II

The Venture Club has raised the significant funds for building a Splash Pad in one of the parks. There is a difference of opinion between the Club, contractor and Staff as to what is essential and what is unnecessary. The two significant items that Staff is requesting are sand filters and VFD pumps. **Staff recommends including sand filters and VFD pumps as they are vitally important for long term maintenance issues and keeping the pad operational. Staff strongly recommends the above request be included in the product that will be turned over to the City for long term operation. Council discretion.**

Mr. Dougherty stated there was another request from Staff to include a rain diverter. Mr. Dougherty stated including all three components would remain within budget.

Parks and Recreation Director Mike Meersman stated none of the items were new requests as they were included in the original proposal. Mr. Meersman stated the rain diverter would redirect rain to the sewer so it did not dilute the chlorinated water. Mr. Meersman stated the variable frequency drive (VFD) pumps slowly built up to full water pressure, were more energy efficient, and reduced the chance of water hammer effects. Mr. Meersman stated the VFD pumps would extend the life of the plumbing and apparatus. Mr. Meersman stated two sand filters would allow one to work as a back up filter and keep the Splash Pad operational in case one filter needed to be serviced. Mr. Meersman stated the Venture Club's recommendations would work but Staff's recommendations would create a safer system and extend the life of the equipment. Mr. Meersman stated the total cost for the three components would be \$44,000, but the utilities would be lower and wear and tear on the plumbing would be reduced. Mr. Meersman stated there were many contractors who recommended these items.

Venture Club member Lisa Bruno stated the contractor hired by the Venture Club was willing to put

in the features, but it was out of the Venture Club's budget. Ms. Bruno stated it would be advantageous to have the components, but it went beyond the scope of what the Venture Club wanted to accomplish. Ms. Bruno stated the contractor stated the components were unusual features in a standard splash pad, but may be beneficial for the Kingman area. Ms. Bruno stated the Venture Club was willing to put in the components if the City contributed. Ms. Bruno stated the Venture Club could scale back on the water features to include the components, but they wanted the big water features.

Mr. Meersman stated Staff did a lot of research and had problems with water hammer in the City's existing irrigation systems and water system. Mr. Meersman stated the components were operational items, not above ground extras such as benches and shaders. Mr. Meersman stated a lot of cities contributed to these types of projects. Mr. Meersman stated the City used sand traps now and he would recommend installing VFD pumps in any new irrigation system.

Mr. Dougherty stated Council already approved \$100,000 to cover any shortage. Mr. Dougherty stated contractors did not stick around after projects were installed, but Staff did and would have to handle any problems. Mr. Dougherty stated Staff wanted the Splash Pad to be open as much as possible and did not want to have to shut it down due to blockage or dilution.

Councilmember Miles made a MOTION to APPROVE City funding for the rain diverter, sand traps and VFD pumps. Councilmember Yocum SECONDED.

Vice-Mayor Young asked if including the components would delay installation.

Mr. Bruno stated it would not.

Mayor Anderson asked for the return on investment for the components.

Mr. Meersman stated it was difficult to estimate the wear and tear and electricity cost reductions at this time. Mr. Meersman stated Bullhead City's splash pad had leaks underneath the bottom of the tank, which was costly to repair. Mr. Meersman stated any measure that could be taken to save wear and tear on plumbing under the pad was worth the investment.

Mayor Anderson called for a VOTE and it was APPROVED by a vote of 7-0.

c. Update and possible action on fireworks fundraising efforts

Kingman resident Erin Cochran will give a presentation to Council on her fundraising efforts for the July Fourth fireworks display. Staff would like direction from Council on whether money should be budgeted to cover any shortage in the fundraising efforts. The bids for the show are due on April 22, 2016 and Staff will need to lock in a vendor shortly thereafter. **Council discretion.**

Kingman resident Erin Cochran stated the community donated \$19,000 in two months and there was a possibility of \$2,000 to \$3,000 more in donations. Ms. Cochran stated the goal and budget was \$25,000. Ms. Cochran asked the Council to approve funds to cover any shortage.

Councilmember Yocum made a MOTION to APPROVE contributing up to \$6,000 to cover any shortfall at the time the contract for the fireworks display was signed. Councilmember Carver SECONDED and it was APPROVED by a vote of 7-0.

d. Kingman Crossing vs. Prospector Interstate 40 (I-40) crossing

At the March 15, 2016 Council meeting the Council voted 3-2 to direct Staff to proceed with plans to put the north-south access over or under I-40 at Prospector Street. Councilmember Carver and Councilmember Yocum both requested the item be brought back for further consideration. **Staff recommends approving the Kingman Crossing location.**

Mr. Henry reviewed the map included in the agenda packet. Mr. Henry stated alternative one would construct the bridges needed for the Kingman Crossing traffic interchange (KC TI) as well as a large amount of required drainage infrastructure. Mr. Henry stated it would not construct the off-ramp. Mr. Henry stated the street, bridges and two lane roadway would subtract \$7 million from the total KC TI construction costs. Mr. Henry stated Prospector Street was not a location for a traffic

interchange and would not result in any savings. Mr. Henry stated Staff recommended alternative one because of the reduction in cost to the KC TI and the access to I-40.

Councilmember Abram stated alternative one was a better value in the long term.

Mayor Anderson stated it also fit better with the objectives established in the General Plan amendment process and would increase the land value.

Councilmember Dean asked for the amount of potential floor space for retail at Kingman Crossing.

Mr. Henry stated it was not possible to estimate the floor space as it depended on the subdivisions created on the property and the lot sizes available to potential businesses.

Vice-Mayor Young stated the developer would actually save the \$7 million since whoever purchased the land would fund the KC TI.

Councilmember Abram stated alternative one raised the value of the property.

Mayor Anderson stated the contractual element of the funding for the KC TI was not determined. Mayor Anderson stated the issue of selling or leasing the land was also not determined.

Mr. Henry stated there were no commitments from developers to pay for infrastructure at this time.

Councilmember Miles stated there was no new information being presented on this issue and the Council should not set a precedence by revisiting topics that were voted on by a quorum. Councilmember Miles stated she wanted to know how the hospital and other participating partners would fit into immediately offsetting the costs for alternative one if the Council was going to change its decision. Councilmember Miles stated she also wanted to know if it was possible to extend directly to Airway Avenue instead of working back to Prospector Street.

Mayor Anderson stated the Council was not setting a precedence and revisiting a topic had been done in the past and was in accordance with City ordinance.

Councilmember Carver stated he requested the issue return to Council because he glossed over the \$7 million impact. Councilmember Carver stated he voted for the alternative with the lower price tag without understanding the cost savings to the City. Councilmember Carver stated alternative one would show developers that the City was a serious stakeholder in the KC TI. Councilmember Carver stated the issue was worth reexamining if the City could double the value of its money and improve development possibilities. Councilmember Carver stated the citizens would get a better value for their money.

Councilmember Abram asked if there was an advantage to going under the freeway versus over the freeway.

Mr. Henry stated the design concept for the KC TI put the access under the freeway and alternative one followed the concept plans. Mr. Henry stated anything different would have to be evaluated by the federal highway administration.

Councilmember Abram stated an elevated off-ramp caught the eye of travelers more than one under the roadway.

Mr. Henry agreed and stated it was generally less costly as well, but Staff did not want to alter the original concept design.

Vice-Mayor Young stated alternative three would move traffic off of Eastern Street and onto Southern Avenue. Vice-Mayor Young asked if the City could talk to the State to get permission to connect the road to Southern Avenue.

Councilmember Dean stated Vice-Mayor Young's proposal would also remove the 90 degree corner

and increase the value of hospital property. Councilmember Dean asked if the City could get permission from the State.

Mr. Henry stated the State refused to grant the City right of way through the center of the state trust lands, but would provide access along either side of the land for a cost. Mr. Henry stated the City would need the center route access. Mr. Henry stated the issue was addressed within the last six to seven years and the cost of the right of way was unknown. Mr. Henry stated the City could approach the State.

Councilmember Carver made a MOTION to APPROVE alternative one. Councilmember Yocum SECONDED.

Councilmember Dean asked if Staff would continue to explore other possibilities if the Council approved alternative one.

Mr. Henry stated there were many steps to get right of way permission on state trust lands including applications and environmental impact studies. Mr. Henry stated Staff would not have an answer by next meeting.

Councilmember Dean asked why the City was in a hurry to push the project through.

Vice-Mayor Young stated alternative one was the best route especially since the hospital would eventually have an emergency room, but she was concerned about the zig zag pattern and traffic congestion.

Councilmember Miles stated there were not enough advantages to approve alternative one, especially due to the lack of straight roadways. Councilmember Miles stated the study concerned her and the route should go straight to Airway Avenue and Southern Avenue.

Kingman resident Harley Petit stated the people should vote on this since it was a major General Plan amendment. Mr. Petit stated the Mohave County Board of Supervisors (BOS) recommended the Rancho Santa Fe traffic interchange for the commerce aspect, keeping trucks out of the City, and providing direct access to the Kingman Airport. Mr. Petit stated there was a suspicious interest in Kingman Crossing. Mr. Petit stated a developer choosing to spend money on the KC TI was fine, but City money should not be used as it only benefited the north side of the City. Mr. Petit stated alternative three benefited the schools, which was not commerce. Mr. Petit stated the BOS and the Arizona Department of Transportation (ADOT) both recommended the Rancho Santa Fe traffic interchange. Mr. Petit stated Kingman Crossing was not ready because there was no infrastructure.

Mayor Anderson stated each traffic interchange was being addressed in different ways including grants and the current discussion was about access in the City.

Mr. Dickmeyer stated alternative one was the only choice if the City was going to end up implementing the KC TI. Mr. Dickmeyer stated spending funds on alternative three would be a waste of money. Mr. Dickmeyer stated the only problem was the zig zag road and the City should approach the State. Mr. Dickmeyer stated the City should look at the original Kingman Crossing study.

Councilmember Yocum made a MOTION to CALL FOR THE QUESTION. Councilmember Carver SECONDED and it was APPROVED by a vote of 7-0.

Mayor Anderson called for a VOTE and it was APPROVED by a vote of 7-0.

e. Public hearing and consideration of Ordinance 1799R: revision to Ordinance 1799 in an effort to reduce publication costs

On October 6, 2015, Council adopted Ordinance 1799 which extended the sunset date of June 30, 2016 on the 0.5% TPT rate increase to December 31, 2017. When Ordinance 1799 was drafted all of Article IV and a portion of Article VI of the Kingman Tax Code were included. Because ARS §9-812 requires publication of ordinances, publishing the entire ordinance would have cost the City

approximately \$14,000. Staff was given direction at the Council priorities work session in January to revise the ordinance in an effort to reduce publication costs. Staff has revised the ordinance to reference each affected category rather than reference the details of each affected category. Although Ordinance 1799R does not amend the TPT rate adopted in Ordinance 1799, ARS §9-499.15 and ARS §42-6054 require the City to meet notification and public hearing requirements. **Staff recommends approval.**

Finance Director Tina Moline stated the Council adopted Ordinance 1799 in October, 2015. Ms. Moline stated the format of the ordinance included all sections verbatim and totaled 46 pages with a publication cost of \$14,000. Ms. Moline stated Ordinance 1799R extended the transaction privilege tax (TPT), but the sections were referenced instead of printed, which cut the length to 2 pages and under \$500 in publication costs. Ms. Moline stated the City was required to go back through the notification and public hearing process to adopt Ordinance 1799R.

Mayor Anderson opened the public hearing at 7:29 P.M. There were no comments.

Mayor Anderson closed the public hearing at 7:30 P.M.

Councilmember Yocum made a MOTION to ADOPT Ordinance 1799R. Councilmember Abram SECONDED and it was APPROVED by a vote of 7-0.

f. Council Handbook draft

The current draft is a work in progress that may have some internal inconsistencies as well as sections Staff does not recommend. It is a blend of many different Council handbooks based on Council request and will take more time to complete based on the input from Council. Staff requests Council review and comment on the draft handbook. **Council discretion.**

Mr. Cooper stated the draft provided to Council was a compilation of a number of cities' handbooks as well as councilmember input. Mr. Cooper asked the councilmembers to read through the hardcopy drafts provided in their mailboxes, mark input on the copies, and return them to Staff. Mr. Cooper stated a cleaned up version with integrated feedback would be provided for review and discussion at a future meeting. Mr. Cooper stated the City would need to modify some of its ordinances.

Councilmember Miles stated everything that did not apply to the City should be removed from the draft, such as the subcommittee section for selecting boards and commissions members. Councilmember Miles stated text that allowed a standing body committee member to attend meetings by phone should become a default on all agendas. Councilmember Miles stated two to three hours of notice should be provided to Staff in order to set up necessary equipment and the physical attendance requirement should be addressed in the handbook.

Councilmember Carver stated he wanted to review the handbook before adopting anything.

Councilmember Miles stated she was not asking to adopt the handbook, but to add the language addressing telephonic attendance to all agendas.

Mr. Cooper stated the handbook would also need to be condensed as it was currently over 30 pages.

Mayor Anderson directed Staff to provide a draft handbook at the May 17, 2016 meeting. Mayor Anderson directed the councilmembers to forward comments to Mr. Cooper as soon as possible.

Mr. Cooper stated creating a handbook was a slow process unless the Council held a meeting to specifically address its creation.

7. NEW BUSINESS

a. Consideration of Resolution 5005: approval to vacate (abandon) the subdivision plat for Granite Bluffs III, Tract 1996-A

A request from Kingman Associates 3, LLC, applicant and property owner, for the vacation

(abandonment) of the subdivision plat of Granite Bluffs III, Tract 1996-A. This undeveloped subdivision consists of 27 lots and several unimproved public streets located on 8.83 acres. The property is located along the west side of Mission Boulevard, northwest of Granite Bluffs Drive. The applicant is requesting the abandonment of the subdivision to allow the release of a \$407,933.00 performance bond. The bond was accepted by the City when the subdivision was approved in 2007 to assure the completion of the required subdivision improvements based on an engineer's cost estimate at that time. If the subdivision is vacated it will revert the property to a single 8.83 acre parcel. There will be no effect on the zoning which will remain R-1-10: Residential, Single Family, 10,000 square foot lot minimum. The vacation of the subdivision will also relieve the City of any liability for the completion of the improvements should the developer fail to perform. An existing public utility easement along Mission Boulevard was recorded prior to the subdivision and will remain in place. An easement located along Granite Bluffs Drive that was dedicated with the subdivision plat will need to be replaced with a new easement as there are electric, phone and cable utilities currently in this easement. Also an extension of the right-of-way for Granite Bluffs Drive is recommended to provide proper access to this easement. The Planning and Zoning Commission met on March 8, 2016 to consider this request. There were public comments from property owners in the adjoining Granite Bluffs subdivision who were generally opposed to the proposed abandonment. **The Planning and Zoning Commission voted 3-2 to recommend the approval of the request to vacate Granite Bluffs III, Tract 1996-A.**

Mr. Jeppson presented the slides in the agenda packet. Slide one was an introductory slide. Mr. Jeppson reviewed slides two and three and skipped slide four. On slide five Mr. Jeppson displayed a map and stated the property was never developed. Mr. Jeppson displayed a map on slide six and stated the recommendation was to maintain the street in order to access the property. On slide seven Mr. Jeppson displayed the final plat map. Mr. Jeppson reviewed slides 8 through 12. On slide 13 Mr. Jeppson stated there were many comments made during the public hearing. Mr. Jeppson stated Staff and the Planning & Zoning Commission recommended abandonment with the appropriate utility easements as well as maintaining the Granite Bluffs right of way. On slide 14 Mr. Jeppson reviewed the proposed dedication and stated the applicant was willing to agree to the dedications. Mr. Jeppson stated the covenants, conditions and restrictions (CC&Rs) would no longer be in effect if the subdivision was abandoned. Mr. Jeppson stated the applicant could change the CC&Rs if the plat remained valid since they owned the land.

Councilmember Abram stated abandoning the subdivision would not change the zoning as anyone that purchased the property would need to maintain zoning or go through the rezoning process.

Kingman resident Robert Stewart stated he opposed the abandonment as it would relieve the applicant of responsibility. Mr. Stewart stated the developer's claim of being unable to develop the land due to the economy was at odds with the improving market. Mr. Stewart read a letter he then submitted to the Council, which is included at the end of this report.

Kingman resident Junia Aksamit stated she attended the public hearing where she said she did not care about the abandonment as long as the zoning remained the same. Ms. Aksamit stated she wanted to change her statement after hearing the other residents' comments. Ms. Aksamit stated she was opposed to the abandonment and wanted the zoning to remain the same.

Kingman resident Rick Lambert stated the neighborhood was tired of this issue and dealt with it for years. Mr. Lambert stated the developer was less than honest with all the neighborhood's residents, was deceitful about giving legal notice, and was disruptive at previous Council meetings. Mr. Lambert stated the developer would use this as a gateway for rezoning by waiting until a change of Council to ask for the rezoning. Mr. Lambert asked the Council to protect the residents and their investments.

Kingman resident John Mazley stated the developer owned the land since 2007 and asked for a change on three acres for offices and neighborhood shops, a 20 building apartment complex, and other multi-family units. Mr. Mazley stated the developer showed no interest in developing the current zoning. Mr. Mazley stated the Hualapai Mountain Road district required projects that minimized traffic, interference with privacy, and were planned to fit in with the natural conditions. Mr. Mazley stated the developer's proposals would dramatically oppose the standards. Mr. Mazley asked the Council to protect the zoning as it was the only protection for the residents'

investments.

Kingman resident Wirlynn Tinnell stated she submitted a letter to the Council at an earlier date and all her comments were addressed by previous speakers. Ms. Tinnell stated the homeowners also invested heavily in the area. Ms. Tinnell stated the developer repeatedly complained to the Council about the poor investment the \$400,000 property was for him while he sat in Las Vegas.

Kingman resident Kelly Lang stated the residents were substantially invested in the issue financially and emotionally. Ms. Lang stated the majority of the property owners were retired or older, which made it difficult to move. Ms. Lang stated the residents needed protection for their investments.

Kingman resident Susan Smith stated she emailed a letter to the Council and submitted a copy to the City Clerk, which is included at the end of this report. Ms. Smith stated she was a local realtor with ReMax and a resident of Granite Bluffs. Ms. Smith stated she did not trust the developer and when she first bought property the developer advertised privacy and custom homes. Ms. Smith stated she bought a house in the area because she thought it would be the prettiest neighborhood in Kingman. Ms. Smith asked the Council to vote against the abandonment.

Mayor Anderson stated the developer chose not to appear at the meeting. Mayor Anderson asked what advantage the homeowner would have if the abandonment was denied.

Mr. Jeppson stated the bond assured that if the lots were sold the City would use the money to install infrastructure. Mr. Jeppson stated accessing a bond was an involved process.

Mayor Anderson asked what the impact would be on the developer.

Mr. Jeppson stated the bond would be released.

Councilmember Dean asked if there was enough money in the bond to put in all infrastructure.

Mr. Henry stated it was hard to answer the question without looking at plans. Mr. Henry stated it was a rocky area that would require certain equipment.

Councilmember Yocum asked if there was a compelling reason for abandonment.

Mr. Jeppson stated if there was not enough money in the bond and the City had no desire to install infrastructure the City would want the abandonment. Mr. Jeppson stated the City would not want to grant abandonment if it felt the bond was adequate and wanted to preserve the plat.

Councilmember Yocum made a MOTION to DENY the request for abandonment. Vice-Mayor Young SECONDED.

Councilmember Abram stated it was obvious the developer never had the intention to develop the property. Councilmember Abram stated the developer could sell and leave the City just as homeowners could.

Mayor Anderson called for a VOTE and it was APPROVED by a vote of 7-0.

b. Consideration of initiating a Zoning Ordinance text amendment to permit storage containers in the C-2 Zoning District

Staff has received comments concerning the current prohibition of permitting storage containers in the downtown area as well as in other areas of the City that are zoned "C-2." Other C-2 zoned areas are along Stockton Hill Road, east of Rancho Santa Fe, east of Kingman Crossing, the west side of Bank Street and other areas in the City. Currently, the *Zoning Ordinance of the City of Kingman* permits storage containers in the industrial zoning districts and in the C-3 Zoning District. This item has been placed on the agenda to allow the Council to provide direction to Staff on this matter. If initiated, the Planning and Zoning Commission could hold a public hearing on May 10, 2016 and the Council could hold a public hearing on June 7, 2016 to consider an ordinance. **Council direction.**

Mr. Jeppson displayed the text amendment. Mr. Jeppson stated the City currently allowed containers in C-3 and industrial zones. Mr. Jeppson stated it was recently amended to allow higher density of containers in industrial zones. Mr. Jeppson stated the agenda item was to explore whether the Council wanted to initiate a public hearing process to allow storage containers in C-2 areas.

Councilmember Miles asked if the Council could grant waivers for individual situations as there were some issues associated with storage containers in publicly visible places.

Mr. Cooper stated the Council could not grant waivers. Mr. Cooper stated it was possible for a property owner to request a variance from the Board of Adjustment, though it would generally not apply in this situation.

Councilmember Abram asked if modifications that changed the appearance of a container to effectively hide what it was would be acceptable.

Mr. Jeppson stated the City allowed containers during construction. Mr. Jeppson stated the City did not have a design review to determine what would be considered "changed" enough to hide that it was a storage container.

Vice-Mayor Young stated she was concerned about seeing the storage containers from the streets in the downtown area due to the high concentration of C-2 property. Vice-Mayor Young asked if a restriction could be put into effect to prevent storage containers from being visible from the street.

Mr. Jeppson stated there could and the zoning ordinance currently stated storage containers must be located behind a building or site obscuring fence.

Mr. McBrayer stated this was an example of favoritism in the City. Mr. McBrayer stated the zoning ordinance previously allowed one storage container on industrial property until an industrial property owner had too many and the ordinance was changed to accommodate him. Mr. McBrayer stated he was not invited to the hearings on the change in that ordinance. Mr. McBrayer stated the Code Enforcement Division told the owner the container either needed to be moved or put behind a fence, but later turned a blind eye to other complaints. Mr. McBrayer stated the City should not conduct selective enforcement and discriminate against people.

Councilmember Dean stated Container Park in Las Vegas was an excellent example of how storage containers could be used to create an attractive feature.

Mayor Anderson stated he felt Mr. McBrayer would understand he was invited to any public hearings, especially as he was a former councilmember.

Councilmember Yocum made a MOTION to INITIATE the public hearing process on allowing storage containers in C-2 zoned properties. Councilmember Carver SECONDED.

Councilmember Miles directed Staff to investigate ordinances in places like Las Vegas that have dealt with the storage containers in an effective way and to integrate that into the City's proposed ordinance.

Mayor Anderson called for a VOTE and it was APPROVED by a vote of 7-0.

c. Presentation of Reclaimed Water Study (ENG15-047)

On August 4, 2015, the City hired Sunrise Engineering to prepare a report on options for reusing effluent from the Hilltop Wastewater Treatment Plant (HTWWTP). The study specifically examines three options for A+ reuse as follows: groundwater injection, airport industrial use and City golf course and parks reuse. The consultant will provide a presentation on the three reuse options. **Staff believes all three options are viable and can work simultaneously in the future. Groundwater injection is the cheapest option and is the recommended starting point for the City's reuse opportunities.**

Mr. Henry stated Justin Vandergraff from Sunrise Engineering would present an abbreviated

presentation on the findings of the study and the full report was available on the City website in the Engineering Department section.

Mr. Vandergraff presented slides for the Council, which are included at the end of this report. On slide one Mr. Vandergraff stated the City's Hilltop Wastewater Treatment Plant (HTWWTP) had the capability to produce reclaimed water, but at this time there was no demand for it. Mr. Vandergraff reviewed slide two. On slide three Mr. Vandergraff stated Class 'B' was permissible for human contact, though was generally limited to livestock use. Mr. Vandergraff stated Class 'A' could be used in places like schools where human contact was possible. On slide four Mr. Vandergraff stated the design for groundwater injection included an assessment to determine how much water could be injected without damaging the aquifer and a cost estimate. On slide five Mr. Potter stated ground water was decreasing, but part of the decrease was municipal pumping and the contours of the aquifer. Mr. Vandergraff reviewed slides six and seven.

Mayor Anderson asked Mr. Henry where the funds would come from to cover the project costs.

Mr. Henry stated it would come from the sewer fund and was also included in the capital improvement project funds.

On slide eight Mr. Vandergraff stated the option would qualify for Water Infrastructure Financing Authority (WIFA) or green funding. Mr. Vandergraff reviewed slide nine. On slide 10 Mr. Vandergraff stated the same factors that were analyzed in option one were also considered in option two as well as some additional factors. Mr. Vandergraff stated a 6% growth rate beginning in 2017 was included, which was determined after working with the KAA. Mr. Vandergraff stated the majority of water used at the KAA facility was used for irrigation with the remaining amount for domestic usage such as drinking water and plumbing. On slide 12 Mr. Vandergraff stated option two also provided groundwater injection and Well #1 was only capable of handling 260,000 gallons of injection. On slide 13 Mr. Vandergraff stated the capital costs were the highest of all options. On slide 14 Mr. Vandergraff stated the long term operation and maintenance costs were also high. Mr. Vandergraff reviewed slide 15 and stated the rates could drop 4% per year. On slide 16 Mr. Vandergraff stated the option did provide some capital savings. On slide 17 Mr. Vandergraff stated Sunrise Engineering wanted to get the KAA tenants' perspective and of the 70 surveys sent out only 18 were returned. Mr. Vandergraff stated the overall opinion was neutral to negative.

Mayor Anderson stated the only way to make reclaimed water use a higher priority would be to place water use limitations on the tenants.

Councilmember Dean asked how much money would be saved if installation of the lines was eliminated and only connected when a tenant came in.

Mr. Vandergraff stated it would save a little over \$3 million.

Mayor Anderson asked if any airport functions were considered.

Mr. Vandergraff stated only the industrial park was considered.

Councilmember Miles asked if it was possible to combine alternatives.

Mr. Vandergraff stated all the options were flexible and could be combined. Mr. Vandergraff stated reclaimed water use could be an attractive feature for developers and manufacturers. Mr. Vandergraff reviewed slide 18 and 19. On slide 20 Mr. Vandergraff stated the golf course was using the most water in the City with nearly one million gallons per day in the summer. Mr. Vandergraff stated the schools, parks and fairgrounds combined were only using 500,000 gallons per day. On slide 21 Mr. Vandergraff stated the goal was to keep the design as simple as possible and the line was designed to run adjacent to all schools, parks and the fairgrounds with the exception of Kingman Middle School. Mr. Vandergraff stated the majority was designed to be in the existing sewer easement. Mr. Vandergraff reviewed slides 22 through 25.

Mayor Anderson stated the City could raise golf rates in order to pay for the reclaimed water

infrastructure.

On slide 26 Mr. Vandergraff stated booster stations would have to be built in order to access the schools. On slide 27 Mr. Vandergraff stated Sunrise Engineering recommended option one because it was the best solution for groundwater injection and option three if the City wanted to use reclaimed water. Mr. Vandergraff reviewed slide 28.

Councilmember Dean asked how important injection was considering the new farms in the area.

Mr. Henry stated three feet per year was being lost from the aquifer. Mr. Henry stated he could not estimate how much groundwater injection would decrease that loss, but it would help and it was important. Mr. Henry stated all three options were viable and would one day be in place as it was just a matter of funding.

Mayor Anderson stated the City needed to consider the impact of Interstate 11 (I-11).

Mr. Henry stated the water master plan would be finished in the fall and would assume standard growth rates based on the previous census.

Councilmember Abram stated he liked option three because it reduced the pull on the aquifer.

Mr. Vandergraff stated the City could build another plant and process more water as it was just a matter of funding and permitting.

Mr. Henry stated the funding would be addressed in the budget work session.

d. Presentation of Sewer Master Plan Study (ENG14-112)

On January 6, 2015, the City hired Sunrise Engineering to prepare a Sewer Master Plan update and Infiltration Study. The planning area for the study includes the entire City water service boundary. The report examines the existing sewer system, provides recommendations on areas that have sewer pipe capacity concerns, and makes recommendations on the future expansion of the sewer system. The study also examines areas of inflow and infiltration into the downtown sewer system and provides recommendations on projects to eliminate such inflow and infiltration. Sunrise Engineering will be at the meeting to present the results of the study. This presentation is for informational purposes only.

Greg Potter from Sunrise Engineering displayed slides for the Council, which are included at the end of this report. Slide one was an introductory slide. On slide two Mr. Potter reviewed the slide and stated inflow occurred from rainstorms and the goal was to identify the solutions to deal with those issues and reduce them over time. On slide three Mr. Potter stated Sunrise Engineering used files from Mohave County and the City. Mr. Potter stated the map showed lots that were connected to the sewer system in green and lots in red that were not connected to the sewer system. Mr. Potter stated the yellow areas were undeveloped lots. On slide four Mr. Potter stated information from rain gauges were collected as well as information from previous storms and wastewater treatment plant (WWTP) flows. Mr. Potter reviewed slide five and stated the amount of wastewater flow was taken into account in order to predict expected rates. Mr. Potter stated peaking factors were also examined in order to accommodate them. Mr. Potter reviewed slide six and displayed a map of the area on slide seven. On slide eight Mr. Potter stated there were different wastewater basins that fed into the main trunk lines. On slide nine Mr. Potter stated the map showed where parcels should connect to the sewer system. On slide 10 Mr. Potter stated the Arizona Department of Environmental Quality (ADEQ) required dry weather flow to be no more than 75% of the pipes in order to allow for a buffer. On slide 11 Mr. Potter stated the map showed issues in the existing system. Mr. Potter stated green pipes were in compliance and red pipes were bumping against the 75% allotment. Mr. Potter stated the system was operating at expected levels. On slide 12 Mr. Potter stated a flow test was conducted at strategic meter locations, which were identified by blue dots on the map. Mr. Potter stated the data was recorded for two weeks to adjust the model. Mr. Potter reviewed slide 13 and stated it was important to monitor the red pipes on the map. On slide 14 Mr. Potter stated Sunrise Engineering looked at possible expansions and increased demand, which were displayed on the map using arrows to show the direction of flow. On slide 15 Mr. Potter stated Sunrise Engineering

worked with Staff on different options. On slide 16 Mr. Potter stated loading was applied to existing lines, future lines, and the WWTP in order to get recommendations and cost estimates. Mr. Potter reviewed slide 17. On slide 18 Mr. Potter stated the area was much smaller. Mr. Potter reviewed slide 19. On slide 20 Mr. Potter stated the areas most likely to have inflow and infiltration (I&I) issues were examined and identified by blue dots on the map. On slide 21 Mr. Potter stated individual parcels in the City were examined. On slide 22 Mr. Potter stated a lot more red appeared on the map when I&I was applied. On slide 23 Mr. Potter stated Sunrise Engineering created a tiered approach to recommendations. Mr. Potter reviewed slide 24 and 25.

Councilmember Abram asked why a small bit of red would appear in only one area of a pipe line.

Mr. Potter stated it could be due to the slope of the pipe. Mr. Potter stated a lot of pipe in downtown was unconventional, including pipes that were above ground with mechanical clean-outs and no manhole covers.

8. REPORTS

a. Board, Commission and Committee reports by Council Liaisons

Councilmember Miles stated the Historic Preservation Commission held a special meeting to discuss ordinances for a proposed expansion to the Historic Overlay District. Councilmember Miles stated she attended the Tourism Development Commission meeting where Jim Hinckley's trip to Europe was endorsed and somewhat subsidized. Councilmember Miles stated the first Route 66 conference would be held in Germany.

Mayor Anderson stated the Municipal Utilities Committee addressed the sewer fund capital improvement projects.

9. ANNOUNCEMENTS BY MAYOR, COUNCIL MEMBERS, CITY MANAGER

Limited to announcements, availability/attendance at conferences and seminars, requests for agenda items for future meetings.

Mr. Dougherty stated he would travel to Phoenix, Arizona to speak with state agency personnel on Thursday, April 7, 2016 and Friday, April 8, 2016.

10. EXECUTIVE SESSION

a. Discussion regarding City Manager performance concerning allowance of shipping containers in C-2 Zoned properties

The Council may go into Executive Session in accordance with A.R.S. 38-431.03(A)(1) to discuss any agenda item. The following items may be discussed considered and decisions made relating thereto:

Discussion regarding City Manager performance concerning allowance of shipping containers on properties on Beale Street

Councilmember Abram made a MOTION to ENTER Executive Session. Councilmember Miles SECONDED and it was APPROVED by a vote of 7-0.

The Council entered Executive Session at 9:27 P.M.

The Council returned from Executive Session at 9:59 P.M.

Mayor Anderson stated the Executive Session consisted of communication between Staff and Council.

Councilmember Abram made a MOTION to ADJOURN. Vice-Mayor Young SECONDED and it was APPROVED by a vote of 7-0.

ADJOURNMENT - 10:00 P.M.

ATTEST:

APPROVED:

Sydney Muhle
City Clerk

Richard Anderson
Mayor

STATE OF ARIZONA)
COUNTY OF MOHAVE)ss:
CITY OF KINGMAN)

CERTIFICATE OF COUNCIL MINUTES

I, Erin Roper, Deputy City Clerk and Recording Secretary of the City of Kingman, Arizona, hereby certify that the foregoing Minutes are a true and correct copy of the Minutes of the Regular Meeting of the Common Council of the City of Kingman held on April 5, 2016.

Dated this 19th day of April, 2016.

Erin Roper, Deputy City Clerk and Recording Secretary



CITY OF KINGMAN COMMUNICATION TO COUNCIL

TO: Honorable Mayor and Common Council

FROM: Rich Ruggles, Development Services Department

MEETING DATE: April 19, 2016

AGENDA SUBJECT: Appointment to the Clean City Commission (CCC)

SUMMARY:

Currently there is one vacancy on the Clean City Commission. At their meeting on March 31, 2016, the Clean City Commission reviewed the application of Marty L. Luna-Wolf. Ms. Luna-Wolf was present at the meeting and voiced her interest in serving on the commission.

Ms. Luna-Wolf lives within the city limits and is a registered voter. The commission members voted 6-0, to recommend that the City Council appoint Marty L. Luna-Wolf to the Clean City Commission.

FISCAL IMPACT:

None expected.

STAFF RECOMMENDATION:

Appoint Marty L. Luna-Wolf to serve on the Clean City Commission for term ending on December 31, 2017.

ATTACHMENTS:

Description

Boards and Commissions Application

REVIEWERS:

Department	Reviewer	Action	Date
Development Services	Jeppson, Gary	Approved	4/7/2016 - 2:49 PM
City Attorney	Cooper, Carl	Approved	4/7/2016 - 2:59 PM
City Manager	Dougherty, John	Approved	4/11/2016 - 7:17 PM



**CITY OF KINGMAN
BOARDS AND COMMISSIONS APPLICATION**

FOR MEMBERSHIP ON THE CLEAN CITY COMMISSION
Estimated hours per month you can devote to this group: WHATEVER IS NEEDED

Name MARTY L. LUNA-WOLFE Home Phone # N/A
Address 512 E. OAK Street Alternative Phone # 928 303-5832
Zip Code 86401

Email martylunawolfe@gmail.com Resident Located in -
Kingman City Limits ☒
Mohave County ☐

Length of Residency 2 1/2 yr Are you a registered voter? Yes ☒ No ☐

If asked, I would be willing to serve on another board or Commission. Yes ☒ No ☐

List other boards or commissions interested in:

if needed

1. List your educational background. M-DIV (Master's Degree from Duke University); BA from Friends University - Wichita, Ks

2. Please state your occupational background as it relates to the board or commission you are applying for beginning with your current occupation and employer.

office mgr - Mohave Cty. Democrats, volunteer

Retired Clergy

14 yrs. sales, marketing, operations w/ wholesale drug co.

3. Describe your involvement in the Kingman community.

Just started becoming involved, currently participate in clean-up block effort.

4. Describe your leadership roles and/or any special expertise you have which would be applicable to the position for which you are applying.

Sales, Marketing, Public Speaking, research work, leadership, team building

5. Describe why you are interested in serving in this position. Because I want to serve my city and I believe one of Kingman's strengths is its clean city status.

6. If you are appointed to any of the boards or commissions you have listed interest in, please list potential conflicts of interest. Explain: _____

N/A

Appointment to this board, commission or advisory committee will require your consistent attendance at regularly scheduled meetings. Please note the times below for each Board or Commission. All meetings are held at the Council Chambers, 310 N. 4th Street, Kingman.

Board of Adjustment	As Needed
Building Board of Appeals	As Needed
Business License Review Board	As Needed
Clean City Commission	3rd Thursday/Monthly @ 5:00PM
Economic Development Marketing Commission	2nd Wednesday/Monthly @ 7:30 AM
Golf Course Advisory Committee	3rd Wednesday/odd months @ 4:30PM
Historical Preservation Commission	4th Tuesday/odd months @ 5:30PM
Industrial Development Board	As Needed
Local Public Safety Personnel Retirement Board	As Needed
Municipal Property Corporation	As Needed
Municipal Utilities Commission	4th Thursday/Monthly @ 5:30 PM
Parks & Recreation Commission	3rd Wednesday/odd months @ 6:30PM
Personnel Board	As Needed
Planning & Zoning Commission	2nd Tuesday/Monthly @ 6:00PM
Tourism Development Commission	1st Thursday/Monthly @ 7:30AM
Transit Advisory Commission	2nd Tuesday/1 st month of Quarter @10:00

This application is subject to the Arizona Open Records law and should not be considered confidential.

Signature of Applicant Marty L. Luna-Wolfe Date 3/29/16

Please return this application to:

City of Kingman

City Clerk's Office

Fax (928) 753-6867

310 North Fourth Street

Kingman, AZ 86401

For further information, please call: City Clerk's office at (928) 753-5561.

Thank you for taking the time to fill out this application. Volunteers play a vital role in the City of Kingman government. We appreciate your interest.



CITY OF KINGMAN COMMUNICATION TO COUNCIL

TO: Honorable Mayor and Common Council

FROM: City Clerk's Office

MEETING DATE: April 19, 2016

AGENDA SUBJECT: Application for temporary liquor license extension of premises/patio permit

SUMMARY:

Applicant Stacy Lynn Thomson of House of Hops has submitted an application for a temporary extension of premises/patio permit for May 1, 2016 through May 31, 2016 at 312 E. Beale Street in Kingman, Arizona.

FISCAL IMPACT:

None.

STAFF RECOMMENDATION:

Staff recommends approval.

ATTACHMENTS:

Description

First page of the liquor license application

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Muhle, Sydney	Approved	4/11/2016 - 1:18 PM
City Attorney	Hocking, Lee	Approved	4/11/2016 - 7:43 PM
City Manager	Dougherty, John	Approved	4/11/2016 - 7:16 PM



Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

DLLC USE ONLY

CSR:

Log #:

APPLICATION FOR EXTENSION OF PREMISES/PATIO PERMIT

OBTAIN APPROVAL FROM LOCAL GOVERNING BOARD BEFORE SUBMITTING TO THE DEPARTMENT OF LIQUOR

****Notice: Allow 30-45 days to process permanent change of premise****

☐ Permanent change of area of service. A non-refundable \$50. Fee will apply. Specific purpose for change:

☒ Temporary change (No Fee) for date(s) of: 5/1/16 through 5/31/16 list specific purpose for change:
out door seating area until new building is built.

1. Licensee's Name: Thomson Stacy Lynn License #: 07084000
Last First Middle
2. Mailing address: [REDACTED] Kingman AZ 86401
Street City State Zip Code
3. Business Name: House of Hops
4. Business Address: 312 E. Beale Street Kingman AZ 86401
Street City State Zip Code
5. Email Address: [REDACTED]
6. Business Phone Number: 928-753-2337 Contact Phone Number: [REDACTED]
7. Is extension of premises/patio complete?
☐ N/A ☒ Yes ☐ No If no, what is your estimated completion date? ___/___/___
8. Do you understand Arizona Liquor Laws and Regulations?
☒ Yes ☐ No
9. Does this extension bring your premises within 300 feet of a church or school?
☐ Yes ☒ No
10. Have you received approved Liquor Law Training?
☒ Yes ☐ No
11. What security precautions will be taken to prevent liquor violations in the extended area? A perimeter fence

12. **IMPORTANT:** Attach the revised floor plan, clearly depicting your licensed premise along with the new extended area outlined in black marker or ink, if the extended area is not outlined and marked "extension" we cannot accept the application.



CITY OF KINGMAN COMMUNICATION TO COUNCIL

TO: Honorable Mayor and Common Council

FROM: Jake Rhoades, Fire Chief

MEETING DATE: April 19, 2016

AGENDA SUBJECT: Consideration of Resolution 5009: Arizona State Forestry Division cooperative intergovernmental agreement (IGA)

SUMMARY:

The cooperative Intergovernmental Agreement between the City Of Kingman and the Arizona State Forestry Division for the protection of its forests and wildlands as authorized under A.R.S. Sections 37-623(F), 9-220 (8), 9-240(B)(7)(a) and 48-805(B)(16) and; the protection of forest, wild and agricultural lands, and rural structures as provided for within the Cooperative Forestry Assistance Act, 16 U.S.C. Section 2106.

FISCAL IMPACT:

The fiscal impact includes reimbursement for wildland fires detection and suppression and the allocation of funding when resources, equipment, and manpower at the rates established by the Cooperative Fire Rate Agreement (FM104) on file with the State Forester

STAFF RECOMMENDATION:

Staff recommends approval of Resolution 5009 approving the agreement between the Arizona State Forestry Division between the city of Kingman and the State Forester

ATTACHMENTS:

Description
Forestry Agreement
Resolution 5009

REVIEWERS:

Department	Reviewer	Action	Date
Fire Department	Rhoades, Jake	Approved	4/6/2016 - 6:42 PM
City Attorney	Cooper, Carl	Rejected	4/7/2016 - 3:00 PM
Fire Department	Rhoades, Jake	Approved	4/7/2016 - 3:46 PM
City Attorney	Cooper, Carl	Approved	4/8/2016 - 2:51 PM
City Manager	Dougherty, John	Approved	4/11/2016 - 7:28 PM

**ARIZONA STATE FORESTRY DIVISION
COOPERATIVE INTERGOVERNMENTAL AGREEMENT**

This Cooperative Agreement ("Agreement") is made by and between City of Kingman hereinafter referred to as the Cooperator, and the State Forester (collectively the "Parties"). This Agreement supersedes all previous Memorandums of Understanding and Cooperative Agreements and will become effective upon the final signature.

WITNESSETH:

WHEREAS the Cooperator wishes to enter into a Cooperative Agreement with the State Forester for the protection of its forests and wildlands as authorized under A.R.S. Sections 37-623(F), 9-220 (8), 9-240(B)(7)(a) and 48-805(B)(16) and; the protection of forest, wild and agricultural lands, and rural structures as provided for within the Cooperative Forestry Assistance Act, 16 U.S.C. Section 2106; and

WHEREAS this is an Intergovernmental Agreement entered into pursuant to A.R.S. § 11-952; and

WHEREAS it is in the best interest of the State of Arizona to have wildland fires detected and suppressed quickly before they become large and more difficult to control; and

WHEREAS the Cooperator represents that it is a duly constituted fire department, fire district, or political subdivision of the State authorized to provide fire protection within the boundaries of the map attached hereto and by reference made a part hereof (Appendix A); and

WHEREAS the Cooperator may have a limited number of units of firefighting equipment that can be made available to the State Forester for fire suppression work; and

WHEREAS the Cooperator may have the capability to respond and suppress fires under the jurisdiction of the State Forester on a more timely and effective basis than any other assets or resources in the state; and

WHEREAS the Cooperator can more adequately carry out this function if additional equipment and technical assistance is available; and

WHEREAS the State Forester may have a limited number of units of firefighting equipment that can be made available to fire associations, fire districts, and incorporated fire departments involved in fire suppression; and

WHEREAS it has been determined to be advantageous to the State Forester in the proper discharge of his responsibilities to make certain equipment available to the Cooperator;

NOW THEREFORE, the parties to this Agreement do hereby agree as follows:

A. THE STATE FORESTER AGREES:

1. To make available organizational assistance, technical training and other expertise as available on his staff;
2. To provide State Forester's and other wildland fire training resources and funding when deemed available by the State Forester;
3. To provide State resources and resources under State agreement to the Cooperator for wildland fire suppression, pre-suppression, and for unplanned all-risk emergencies within the Cooperator's boundary or service area when requested by the Cooperator and deemed available by the State

Forester. Per A.R.S. 37-623.02.H, the State Forester may require reimbursement for cost incurred for these requested resources. The State Forester will determine as soon as practical after each request, the need for reimbursement. This determination will be based upon one or more of the following factors; the type of request, resources furnished, jurisdiction, land ownership, threat, state or federal emergency declaration status, and the actual costs of those resources to the State.;

4. To pay and reimburse the Cooperator, out of State Forestry allocated funding, for fire suppression activities, equipment and manpower at the rates established per the Cooperative Fire Rate Agreement (FM104) on file with the State Forester; provided, however, that payment shall be made only for such activities on lands outside the Cooperator's established boundaries or service area when requested by the State Forester;
5. That the Cooperator may refuse to furnish manpower and equipment when requested by the State Forester if by so doing it would reduce the Cooperator's resources to a level where he could no longer maintain an adequate level of fire protection on lands within his boundary or service area;
6. To make available such firefighting and training equipment as can be obtained and is suitable for the use of the Cooperator in fire management work and wildland fire training;
7. That title to all accessories, tools, equipment, sirens, etc., which the Cooperator adds or attaches to state equipment provided by the State Forester will remain the property of the Cooperator and the Cooperator shall remove same prior to returning same equipment to the State Forester;
8. To pay and reimburse the Cooperator, out of State Forestry allocated funding, for instructors conducting approved fire training instruction, at the State Forester's request and at the rate for instructors included in the Arizona State Forester's Emergency Pay Plan plus travel expenses, if applicable, at the approved state rates;
9. That no reimbursement for loss, damage or destruction of equipment due to ordinary wear and tear will be made;
10. To provide necessary forms as needed by the Cooperator in executing his responsibilities under this Agreement;
11. To the extent possible, to assist the Cooperator in ordering and obtaining fire training material and equipment through the federal supply system (GSA, NWCG, & NIFC);
12. That the Cooperator may purchase wildland firefighting equipment and supplies through the State Forester's procurement system.

B. THE COOPERATOR AGREES:

1. To respond to and engage in fire suppression actions on all wildland fires on State and Private lands within the Cooperator's boundary or service area as set forth in attached Appendix A at the Cooperator's expense;
2. To respond and engage in wildland fire suppression, pre-suppression, and for unplanned all-risk emergencies upon lands under the jurisdiction of the State Forester located outside the Cooperator's boundary or service area as set forth in attached Appendix A at such time and with equipment and manpower available as requested by the State Forester;
3. To maintain and make available for use at the request of the State Forester manpower and equipment subject to the provisions of the Cooperative Fire Rate Agreement (FM 104);
4. To accept direction and supervision by the State Forester or his duly authorized representatives while engaged in suppression or other activities at the State Forester's request;

5. To submit a State Forester's Arizona Individual Wildland Fire Report (Wild-RPT-1) within 15 days, for each wildland fire that the Cooperator responds to outside their jurisdiction, on which they are the incident commander;
6. To provide the State Forester with a summary report on all known wildland fires inside their jurisdiction on a calendar year basis by February 1st of each year;
7. That if the Cooperator agrees to provide approved wildland firefighting training courses at the State Forester's request, the courses will meet the standards set by the National Wildfire Coordinating Group for the Wildland and Prescribed Fire Qualification System;
8. To provide to the State Forester, for approved training courses, a summary report on courses provided, number of students trained, and number of fire departments represented on a calendar year on a quarterly basis;
9. To participate to the extent possible in fire prevention activities within their boundary or service area as requested by the State Forester;
10. To submit claims for reimbursement to the State Forester within thirty (30) days after release of its manpower and/or equipment in the manner and form prescribed by the State Forester;
11. To submit claims for reimbursement to the State Forester within thirty (30) days after completion of authorized training courses in the manner and form prescribed by the State Forester;
12. To maintain wildland fire training qualifications as set forth by the State Forester;
13. To accept and use equipment obtained from the State Forester pursuant to this agreement ("Assigned Equipment");
14. To maintain the Assigned Equipment in operable condition and state of readiness, and promptly report any loss or damage of such equipment to the State Forester;
15. To obtain prior approval for any planned alterations of the Assigned Equipment from the State Forester;
16. To provide adequate shelter from the weather elements for the Assigned Equipment;
17. Upon request, to promptly provide the State Forester with a report of the condition of Assigned Equipment;
18. That the Assigned Equipment may not be sold, transferred, loaned or otherwise disposed of, or traded, but must be returned to the State Forester unless part of the Firefighter Program (FFP) through the Department of Defense and US Forest Service and the agreement there of;
19. To require any contractors or subcontractors of the Cooperator operating under this Agreement to maintain, the following minimum insurance coverage.

Insurance Requirements for Any Contractors Used by a Party to the Intergovernmental Agreement:

The *insurance requirements* herein are minimum requirements and in no way limit the indemnity covenants contained in this Agreement. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the governmental entity or its contractors or subcontractors from liabilities that might arise out of the performance of the work under this Agreement by the Cooperator, its agents, representatives, employees, contractors or subcontractors, and Cooperator and its contractors and subcontractors are free to purchase additional insurance.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE**: Contractor shall provide coverage with limits of liability not less than those stated below. The term "Contractor" throughout this Section 19 refers only to a contractor or subcontractor of the Cooperator, if any. None of the obligations under this Section 19, other than the duty of the Cooperator to provide a Certificate of Insurance under Section 19.A.1 are applicable to the Cooperator.

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage, personal and advertising injury and broad form contractual liability.

• General Aggregate	\$2,000,000
• Products – Completed Operations Aggregate	\$1,000,000
• Personal and Advertising Injury	\$1,000,000
• Damage to Rented Premises	\$ 50,000
• Each Occurrence	\$1,000,000

a. The policy shall be endorsed **(Blanket Endorsements are not acceptable)** to include the following additional insured language: **"The State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor."** Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.

b. Policy shall contain a waiver of subrogation endorsement **(Blanket Endorsements are not acceptable)** in favor of the **"State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees"** for losses arising from work performed by or on behalf of the Contractor.

2. **Business Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

• Combined Single Limit (CSL)	\$1,000,000
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a. The policy shall be endorsed **(Blanket Endorsements are not acceptable)** to include the following additional insured language: **"The State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor"**. Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.

b. Policy shall contain a waiver of subrogation endorsement **(Blanket Endorsements are not acceptable)** in favor of the **"State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees"** for losses arising from work performed by or on behalf of the Contractor.

c. Policy shall contain a severability of interest provision.

3. **Worker's Compensation and Employers' Liability**

• Workers' Compensation	Statutory
• Employers' Liability	
Each Accident	\$1,000,000
Disease – Each Employee	\$1,000,000

Disease – Policy Limit

\$1,000,000

- a. Policy shall contain a waiver of subrogation endorsement **(Blanket Endorsements are not acceptable)** in favor of the “State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees” for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. § 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

B. ADDITIONAL INSURANCE REQUIREMENTS: The policies are to contain, or be endorsed **(Blanket Endorsements are not acceptable)** to contain, the following provisions:

1. The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary insurance and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S § 41-621 (E).
2. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of its Contract with the other governmental entity(ies) party to the IGA.

C. NOTICE OF CANCELLATION: With the exception of (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require (30) days written notice to the State of Arizona. Such notice shall be sent directly to the Department and shall be sent by certified mail, return receipt requested.

D. ACCEPTABILITY OF INSURERS: Contractors insurance shall be placed with companies licensed in the State of Arizona. Insurers shall have an “A.M. Best” rating of not less than A- VII or duly authorized to transact Workers' Compensation insurance in the State of Arizona. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. VERIFICATION OF COVERAGE: Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by an authorized representative.

All certificates and endorsements **(Blanket Endorsements are not acceptable)** are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the Department. The State of Arizona project/contract number and project description are to be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

F. SUBCONTRACTORS: Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

G. APPROVAL: Any modification or variation from the *insurance requirements* of this Section 19 must have prior approval from the State of Arizona Department of Administration, Risk Management

Division, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.

- H. **EXCEPTIONS:** In the event the Cooperator, Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance or other Certificate of Insurance to the State Forester's Office as the Agent of the State of Arizona. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university then none of the above shall apply.

20. **INDEMNIFICATION:**

Each Party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other Party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of injury to any person (including death) or property damage resulting from, or in connection with, the performance of this Agreement, but only to the extent that such injury or damage is caused by the negligent act or omission or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. For the purposes of this Section 20, an agent, employee, or volunteer of the Cooperator who is working under the jurisdiction, direction or supervision of the State Forester is the Cooperator's agent, employee, or volunteer and not the agent, employee or volunteer of the State Forester. The preceding sentence does not limit or affect the application of A.R.S. 23-1022, including the circumstances in which an employee is deemed to be an employee of both Parties for purposes of that statute.

This Section 20 does not reduce the degree of negligence or fault that the injured party or other third party must establish in the underlying Claim to recover for any injury or damage, or affect any defense to such underlying Claim.

In addition, if and only if the Cooperator uses contractors or subcontractors, which decision the Cooperator may make in its sole and absolute discretion, the Cooperator shall cause its contractor(s) and subcontractors, if any, to defend, indemnify, and hold harmless the State of Arizona, any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and their respective directors, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, reasonable attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the Cooperator's contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

IT IS MUTUALLY AGREED:

1. That every obligation of either Party under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation; if funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by either Party at the end of the period for which funds are available. No liability shall accrue to either Party in the event this provision is exercised, and neither Party shall be obligated or liable for any future payments for any damages as a result of termination under this paragraph.
2. That the Cooperator will be hired and reimbursed, for suppression or other activities, as set forth in the "Cooperative Fire Rate Agreement" (FM104) as agreed to and attached as exhibit "B". This Cooperative Fire Rate will be part of the master Agreement and attached at a later date and prior to hiring.

3. The equipment issued by the State Forester will be painted and identified and marked in a manner that will indicate the cooperation between the Cooperator and the State Forester, unless the equipment was acquired through the Firefighter Program and the title has been passed to the cooperator;
4. If the equipment is not used as provided by this agreement, the State Forester may remove said equipment upon written notification.
5. **Amendments:** This agreement may be modified only by a written amendment signed by both parties. However, if mutually agreed, the parties may enter into specific supplemental, written agreements, subject to appropriate approvals, to accomplish the goals of this agreement and to carry out its terms and conditions.
6. **Dispute Resolution:** In the event of a dispute, the parties agree to arbitrate the dispute to the extent required by A.R.S. Section 12-1518.
7. **Inspection and Audit of Records:** Pursuant to A.R.S. Sections 35-214 and -215, to the extent that they apply, the Cooperator shall retain all books, accounts, reports, files and other records ("Records") relating to this agreement for a period of five years after completion of the contract. All records shall be subject to inspection and audit by the State Forester at all reasonable times. Upon request, the Cooperator shall produce the original of any and all such records at the offices of the State Forester.
8. **Cancellation for Conflict of Interest:** Pursuant to A.R.S. Section 38-511, the either Party to the Agreement may, within three years after its execution, cancel this contract, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the State is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to this contract in any capacity, or a consultant to any other party to this contract with respect to the subject matter of the contract. The cancellation shall be effective when written notice from the Governor is received by all other parties to the contract of the cancellation, unless the notice specifies a later time.
9. **Nondiscrimination:** The parties agree to comply with Arizona Governor's Executive Order 2009-09 - "Prohibition of Discrimination in Contracts Non-Discrimination in Employment by Government Cooperators and Subcontractors, Superseding Executive Order 99-4 and Amending Executive Order 75-5."
10. **Third-Party Antitrust Violations:** The Cooperator assigns to the State any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to the Cooperator toward fulfillment of this Agreement.
11. **Notices:** All notices required by this agreement shall be in writing delivered to the person and addresses specified below or to such other persons or addresses as either party may designate to the other party by written notice.

State Forester:

Office of the State Forester
 Arizona State Forestry Division
 1110 West Washington, Suite 100
 Phoenix, AZ 85007
 602-771-1400
 602-771-1421 fax

Cooperator:

City of Kingman
310 N 4th St.
Kingman, Az 86401
(928) 753-5561

12. **Immigration Compliance:** Cooperator warrants its compliance with all federal immigration laws and regulations that relate to their employees and its compliance with section 23-214, subsection A, and the compliance of any of its contractors or subcontractors. A breach of this warranty shall be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract. The State

retains the legal right to inspect the papers of any Cooperator, contractor or subcontractor employee who works on the contract to ensure that the Cooperator, contractor or subcontractor is complying with the warranty.

13. **Workers' Compensation:** For purposes of workers' compensation, an employee of a Party to this Agreement, who works under the jurisdiction or control of, or who works within the jurisdictional boundaries of another Party pursuant to this Agreement, is deemed to be an employee of both the Party who is the primary employer and the Party under whose jurisdiction or control or within whose jurisdictional boundaries they are then working, as provided in A.R.S. §23-1022(D). The primary employer of such employee shall be solely liable for payment of workers' compensation benefits for the purpose of this section. Each Party herein shall comply with the provisions of A.R.S. §23-1022(E) by posting the notice required.
14. **Term:** This Agreement will continue (10) ten years from effective date, unless terminated by either party by (30) thirty days written notice to the other.
15. **Compliance with Laws:** The Parties hereto shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.

In WITNESS WHEREOF the parties by and through their duly qualified acting officials have hereunto set their hands.

COOPERATOR:

_____	_____
(Print Name)	_____

_____	_____
Signature	Witness
_____	_____
Title	Witness

Date	

STATE FORESTER:

Jeff Whitney
Print Name

Signature

State Forester
Title

Date

INTERGOVERNMENTAL AGREEMENT DETERMINATION

In accordance with A.R.S. § 11-952, this Agreement has been reviewed by the undersigned who have determined that this Agreement is in appropriate form and is within the powers and authority of the respective parties.

Attorney General

Attorney for the Fire Department, District or City

By: _____
Assist. Attorney General
Attorney for State Forester

By: _____

Date: _____

Date: _____

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CITY OF KINGMAN RESOLUTION NO. 5009

**A RESOLUTION BY THE MAYOR AND COMMON COUNCIL
OF THE CITY OF KINGMAN, ARIZONA, APPROVING AN
ARIZONA STATE FORESTRY DIVISION COOPERATIVE
INTERGOVERNMENTAL AGREEMENT, FOR THE PROTECTION OF ITS
FORESTS AND WILDLANDS.**

WHEREAS, City of Kingman, Arizona is a political subdivision of the State of Arizona, (hereinafter the “City”) as prescribed within the Arizona Constitution;; and

WHEREAS, A.R.S. 11-951, *et seq*, authorizes the City to enter into an agreement authorizing the joint exercise of powers between the City and another political subdivision, including Arizona State Forestry Division; and

WHEREAS, the City desires to enter into the attached Cooperative Intergovernmental Agreement (“the IGA”) with which to protection of its forests and wildlands; and

NOW THEREFORE, BE IT RESOLVED the City Council hereby approves the attached Cooperative Intergovernmental Agreement.

PASSED, AND ADOPTED, by the Mayor and Common Council, of the City of Kingman, Arizona this 21 day of July, 2015.

APPROVED

Richard Anderson, Mayor

ATTEST:

Sydney Muhle, City Clerk

APPROVED AS TO FORM

Carl Cooper, City Attorney



CITY OF KINGMAN COMMUNICATION TO COUNCIL

TO: Honorable Mayor and Common Council

FROM: City Clerk's Office

MEETING DATE: April 19, 2016

AGENDA SUBJECT: Application for temporary liquor license extension of premises/patio permit

SUMMARY:

Applicant Stacy Lynn Thomson of House of Hops has submitted an application for a temporary extension of premises/patio permit for July 2, 2016 through July 3, 2016 at 312 E. Beale Street in Kingman, Arizona.

FISCAL IMPACT:

None.

STAFF RECOMMENDATION:

Staff recommends approval.

ATTACHMENTS:

Description

First page of the liquor license application

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Muhle, Sydney	Approved	4/11/2016 - 1:16 PM
City Attorney	Hocking, Lee	Approved	4/11/2016 - 7:42 PM
City Manager	Dougherty, John	Approved	4/11/2016 - 7:17 PM



Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

DLLC USE ONLY

CSR:

Log #:

APPLICATION FOR EXTENSION OF PREMISES/PATIO PERMIT

OBTAIN APPROVAL FROM LOCAL GOVERNING BOARD BEFORE SUBMITTING TO THE DEPARTMENT OF LIQUOR

****Notice: Allow 30-45 days to process permanent change of premise****

☐ Permanent change of area of service. A non-refundable \$50. Fee will apply. Specific purpose for change:

☒ Temporary change (No Fee) for date(s) of: 7/2/16 through 7/3/16 list specific purpose for change:

Class reunion of 1975 is closing down the street in front of the House of Hops from 3rd to 5th street

1. Licensee's Name: Thomson Stacy Lynn License #: 07084000
Last First Middle
2. Mailing address: [REDACTED] Kingman AZ 86401
Street City State Zip Code
3. Business Name: House of Hops
4. Business Address: 312 E. Beale Street Kingman AZ 86401
Street City State Zip Code
5. Email Address: [REDACTED]
6. Business Phone Number: 928-753-2337 Contact Phone Number: [REDACTED]

7. Is extension of premises/patio complete?
☐ N/A ☐ Yes ☒ No If no, what is your estimated completion date? 7/1/16

8. Do you understand Arizona Liquor Laws and Regulations?
☒ Yes ☐ No

9. Does this extension bring your premises within 300 feet of a church or school?
☐ Yes ☒ No

10. Have you received approved Liquor Law Training?
☒ Yes ☐ No

11. What security precautions will be taken to prevent liquor violations in the extended area? A perimeter fence

12. **IMPORTANT:** Attach the revised floor plan, clearly depicting your licensed premise along with the new extended area outlined in black marker or ink, **if the extended area is not outlined and marked "extension" we cannot accept the application.**



CITY OF KINGMAN COMMUNICATION TO COUNCIL

TO: Honorable Mayor and Common Council

FROM: Jeffrey Singer, City Magistrate

MEETING DATE: April 19, 2016

AGENDA SUBJECT: Renewal of indigent defense contract

SUMMARY:

The current agreement between the City and Whitney & Whitney, PLLC is due for renewal. The Court would ask that you renew the agreement for a one year period with an increase to \$125,000 annually. They have received \$100,000 annually since 2009 and have not previously requested an increase.

The Court believes that the \$25,000 annual increase is acceptable and justified. The Court has increased the number of regular cases that are assigned to their office in the last year. Also, with implementation of the Veterans Treatment Court, the number of cases and the amount of time required in Court has significantly increased. For one Veteran case assignment, they are required to be in Court approximately four to five times per month for a six to eighteen month period. In comparison, a regular case assignment may require them to be in Court once every 30-45 days until the conclusion of the case which usually occurs within a six month period.

FISCAL IMPACT:

Increase has been included in the FY17 budget.

STAFF RECOMMENDATION:

Recommend approval of the agreement with the increase.

ATTACHMENTS:

Description

FY17 INDIGENT COUNSEL AGREEMENT

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Court	Singer, Jeffrey	Approved	4/11/2016 - 1:52 PM
City Attorney	Hocking, Lee	Approved	4/11/2016 - 7:32 PM
City Manager	Dougherty, John	Approved	4/11/2016 - 7:32 PM

**PROFESSIONAL SERVICES AGREEMENT FOR REPRESENTATION OF INDIGENT
DEFENDANTS IN THE KINGMAN MAGISTRATE COURT**

This Agreement is made and entered into this 7th day of March, 2016, by and between the City of Kingman, Arizona, an Arizona municipal corporation ("City"), and Whitney and Whitney, PLLC, ("Attorney"), sometimes collectively referred to as the "Parties".

WHEREAS, the Presiding Magistrate of City's Municipal Court (hereinafter the "Municipal Court" or "Court") appoints defense attorneys to provide legal representation services to defendants; and

NOW, THEREFORE, City agrees to retain and does hereby retain Attorney and Attorney agrees to provide the services required according to the terms and conditions set forth below:

1. SCOPE OF WORK: Attorney agrees to perform the following professional services:

Attorney shall serve as the City of Kingman's Contract Defense Attorney. The Attorney shall provide the legal defense of persons assigned by the City Magistrate whom have been deemed to be indigent.

Prepare for and appear at all Court proceedings pertaining to assigned defendants including, but not limited to, pretrial conferences, motions, jury and non-jury trials, evidentiary hearings, sentence reviews, revocation of probation hearings, special hearings, oral arguments, sentencings, order to show cause hearings, appellate proceedings and special actions. Attorney will not be required to be present at arraignments except where defendants request appointment of counsel and qualify for legal defense facilitated by City. Once appointed, Attorney shall represent each defendant throughout all stages of the proceedings, including appeals and other appropriate post-conviction reliefs, until Attorney is relieved from the case by Court.

Provide personal consultation with clients prior to pretrial disposition conferences as required by Order Appointing Counsel. Attorney shall maintain personal contact with all clients until assigned cases are terminated and shall use reasonable diligence in notifying such clients of official Court action resulting from their clients' nonappearance at scheduled court sessions.

Conduct the defense of indigent defendants in conformance with the minimum standards and requirements set forth in *State v. Watson*, 134 Ariz. 1, 653 P.2d 351 (1982); and in *State v. Smith*, 140 Ariz. 355, 681 P.2d 1374 (1984); and in *State v. Lee*, Arizona 142 Ariz. 210, 689 P.2d 153 (1984). In the event that a case involves two or more defendants or Attorney declares a conflict of interest, a Magistrate or Pro Tem may assign one or more defendants to another Attorney.

Pay for interpreters for all out-of-court matters not approved by the Court. Municipal Court will provide interpreters for non-English speaking defendants for all in-court and pretrial proceedings.

Pay all costs incurred in the representation of indigent defendants assigned by Municipal Court pursuant to this agreement including, but not limited to, office space, telephones, transportation, photocopies, office supplies, office overhead, reports, and secretarial services.

Obtain Court approval of all expert witnesses and costs.

Give precedence to court settings in the Municipal Court over civil cases and all other criminal cases in other courts which do not have precedence as provided by the Arizona Rules of Criminal Procedure.

2. OFFICE: Attorney shall have an office or make arrangements to use office that is located within the corporate limits of City to provide personal consultation with clients when requested and otherwise appropriate.

3. COMPENSATION: In accordance with the terms and conditions of this Agreement, City shall compensate Attorney for its professional services as follows:

Attorney shall receive compensation in the amount of \$125,000 annually, payable at quarterly installments of \$31,250.

4. TERM: This Agreement shall be effective beginning July 1, 2016 and shall continue through June 30, 2017, subject to the Termination provisions set forth in this Agreement.

5. CITY'S STANDARD OF PERFORMANCE: City shall furnish the Attorney with all data, information and other supporting services necessary and reasonable for Attorney to perform the services set forth within this agreement.

6. ATTORNEY'S STANDARD OF PERFORMANCE: While performing the services, Attorney shall exercise the reasonable professional care and skill customarily exercised by an attorney licensed to practice law in Arizona, and in accordance with the rules of professional conduct. Attorney shall be responsible for all errors and omissions Attorney commits in the performance of this Agreement.

7. NOTICES: All notices to the other party required under this Agreement shall be in writing and sent by first class certified mail, postage prepaid, return receipt requested, addressed to the following personnel:

If to City: Jeffrey Singer
Presiding Magistrate
City of Kingman
219 North 4th Street
Kingman, AZ 86401

And to: Sydney Muhle
City Clerk
310 North 4th Street
Kingman, AZ 86401

If to Attorney: Whitney and Whitney, PLLC
111 North 4th Street

8. TERMINATION: This Agreement may be terminated by either party upon sixty (60) calendar days' written notice. If this Agreement is terminated, Attorney shall be paid for services performed to the date of receipt of such termination notice. In the event of such termination, Attorney shall deliver to successor counsel all work in any state of completion, not including personal attorney work product, at the date of effective termination.

9. INDEPENDENT CONTRACTOR: The relationship created under this agreement between Attorney and City shall be solely that of an independent contractor, and nothing contained herein shall be construed to create a relationship of principal-agent, employer-employee, partnership, joint venture, or any relationship of any kind other than independent contractor.

10. RECORDS: Records of Attorney's labor, payroll, and other costs pertaining to this Agreement shall be kept on a generally recognized accounting basis and made available to City for inspection on request. Attorney shall maintain records for a period of at least two (2) years after termination of this Agreement or for such time as is required by applicable ethical rules and/or opinions, and shall make such records available during that retention period for examination or audit by City personnel during regular business hours. City shall have no obligation to pay or withhold state or federal taxes or provide workers' compensation or unemployment insurance for or on behalf of Attorney.

11. INSURANCE: The Attorney agrees to:

- A. Obtain insurance coverage of the types and amounts required in this section and keep such insurance coverage in force throughout the life of this Agreement and until all work or services required to be performed under the terms of the Agreement is satisfactorily completed and formally accepted; failure to do so may, at the sole discretion of City, constitute a material breach of this Agreement.
- B. All policies will contain an endorsement providing that written notice be given to the City at least thirty (30) days prior to expiration, cancellation, or any material change to requirements herein.
- C. The Attorney agrees that the insurance hereunder will be primary and that any insurance carried by the City will be excess and not contributing.
- D. Provide and maintain minimum insurance limits as applicable.
 - Professional Liability Insurance (Errors and Omissions) - \$1,000,000 single limit
\$2,000,000 aggregate (Minimum)
- E. Attorney will present to the City written evidence (Certifications of Insurance and endorsement) of compliance with Items A, B, C and D above. Said evidence shall be to the City Attorney's satisfaction and underwritten by a company with an AM BEST rating of A+ or above.
- F. City shall not be obligated, however, to review or to advise Attorney of any deficiencies in such policies and endorsements, and such receipt shall not relieve Attorney from, or be deemed a waiver of, City's right to insist on strict fulfillment of Attorney's obligations under this Agreement.

- G. Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect City.

12. RIGHT TO CONTRACT WITH OTHERS: The City is not obligated to obtain the services described herein with only this particular Attorney, nor does this agreement prohibit the Attorney from providing services outside of this agreement as long as it does not conflict with the terms of this agreement.

13. UNCONTROLLABLE FORCES: City and Attorney shall exert all efforts to perform their respective responsibilities under this Agreement. However, neither party shall hold the other party responsible for inability to render timely performance if such inability is a direct result of a force beyond its control, including but not limited to the following: strikes, lockouts, embargoes, failure of carriers, inability to obtain transportation facilities, acts of God, terrorists, pandemic disease, or declared public enemies, or other events beyond the control of the other or the other's employees and agents.

14. INDEMNIFICATION: To the fullest extent permitted by law, Attorney shall defend, indemnify and hold harmless City, its agents, officers, officials and employees from and against all tortious claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of Attorney, its agents or employees. Attorney's duty to defend, hold harmless and indemnify City, its agents, officers, officials and employees shall arise in connection with any tortious claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by an Attorney's acts, errors, mistakes, omissions, work or services in the performance of this Agreement including any employee of the Attorney, or any other person for whose acts, errors, mistakes, omissions, work or services the Attorney may be legally liable. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

15. WAIVER OF TERMS AND CONDITIONS: The failure of City or Attorney to insist in any one or more instances on performance of any of the terms or conditions of this Agreement or to exercise any right or privilege contained herein shall not be considered as thereafter waiving such terms, conditions, rights or privileges, and they shall remain in full force and effect.

16. GOVERNING LAW AND VENUE: The terms and conditions of this Agreement shall be governed by and interpreted in accordance with the laws of the State of Arizona. Any action at law or in equity brought by either party for the purpose of enforcing a right or rights provided for in this Agreement shall be tried in Mohave County, State of Arizona. In the event either party shall bring suit to enforce any term of this Agreement or to recover any damages for and on account of the breach of any term or condition in this Agreement, it is mutually agreed that the prevailing party in such action shall recover all costs including: all litigation and appeal expenses, collection expenses, reasonable attorneys' fees, necessary witness fees and court costs to be determined by the court in such action.

17. MODIFICATION OF CONTRACT: This contract shall be automatically modified to comply and conform to any subsequent change (regarding indigent representation) imposed by case law or rules promulgated by the Arizona Supreme Court.

18. LICENSE: Attorney represents and warrants that any license necessary to perform the work under this Agreement is current and valid; such license includes but is not limited to an Arizona license to practice law and a City of Kingman business/privilege license.

19. MISCELLANEOUS:

All agreements shall be interpreted to avoid questions of unethical conduct by Attorney or City.

Attorney shall not collect or receive any payment or remuneration from defendants assigned to Attorney under this Agreement for services provided on the assigned cases.

Attorney shall maintain current case logs and disposition records.

Attorney shall not discriminate against any employee, or applicant for employment because of race, religion, color, sex, handicap, or national origin.

Attorney shall permit the authorized representatives of City to inspect and audit records of Attorney relating to his/her performance under this contract within the confines of confidentiality.

20. NONASSIGNMENT: This is a personal service contract based on the personal reputation, expertise, and qualifications of Attorney and Attorney's duties under this Agreement are therefore not assignable.

21. ENTIRE AGREEMENT: This Agreement and any attachments represent the entire agreement between City and Attorney and supersede all prior negotiations, representations or agreements, express or implied, written or oral. It is mutually understood and agreed that no alteration or variation of the terms and conditions of this Agreement shall be valid unless made in writing and signed by the parties hereto. Written and signed amendments shall automatically become part of the Supporting Documents, and shall supersede any inconsistent provision therein; provided, however, that any apparent inconsistency shall be resolved, if possible, by construing the provisions as mutually complementary and supplementary.

22. SEVERABILITY: If any part, term or provision of this Agreement shall be held illegal, unenforceable or in conflict with any law, the validity of the remaining portions and provisions hereof shall not be affected.

23. CONFLICTS OF INTEREST: The provisions of A.R.S. § 38-511 relating to cancellation of contracts due to conflicts of interest shall apply to this contract.

24. IMMIGRATION LAW COMPLIANCE WARRANTY: Immigration: Under the provisions of A.R.S. §41-4401, Contractor hereby warrants to the Company that the Contractor and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A.R.S. §23-214(A) (hereinafter "Contractor Immigration Warranty").

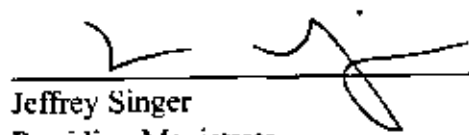
A breach of the Contractor Immigration Warranty shall constitute a material breach of this Agreement and shall subject the Contractor to penalties up to and including termination of this Agreement at the sole discretion of the Company.

The Company retains the legal right to inspect the papers of any Contractor or Subcontractor's employee who works on this Agreement to ensure that Contractor or Subcontractor is complying with the Contractor Immigration Warranty. The Company may, at its sole discretion, conduct random verification of the employment records of Contractor and any of Subcontractors to ensure compliance with Contractor's Immigration Warranty. Contractor agrees to assist the Company in regard to any such inspections. Contractor and its Subcontractors warrant to keep the papers and records open for random inspection during normal business hours by the Company. The Contractor and its Subcontractors shall cooperate with the Company's random inspections including granting the Company entry rights onto its property to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

Neither Contractor nor any of its Subcontractors shall be deemed to have materially breached the Contractor Immigration Warranty if Contractor or Subcontractor establishes that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214(A).

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives as of the day and year first above written.

CITY OF KINGMAN,
an Arizona municipal corporation:




Jeffrey Singer
Presiding Magistrate

WHITNEY AND WHITNEY, PLLC

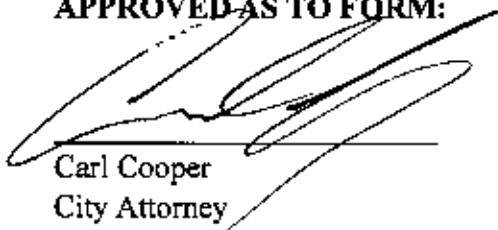


Bryan Whitney, Esq.



Andraya Whitney, Esq.

APPROVED AS TO FORM:



Carl Cooper
City Attorney



CITY OF KINGMAN COMMUNICATION TO COUNCIL

TO: Honorable Mayor and Common Council

FROM: Jack Plaunty, Street Department

MEETING DATE: April 19, 2016

AGENDA SUBJECT: ENG16-0003 Stockton Hill paving design construction manager at risk (CMAR)

SUMMARY:

The attached contract is for the design phase of the Stockton Hill Paving Project (ENG16-0003). Desert Construction was selected as the Construction Manager At Risk for the Stockton Hill Paving project. This contract will be used for construction services in preparation of the upcoming project.

FISCAL IMPACT:

The Guaranteed Maximum Price for the design phase of the contract is \$9,725.00. This will be funded from the Streets Division HURF money provided for asphalt preservation.

STAFF RECOMMENDATION:

Staff recommends approval.

ATTACHMENTS:

Description

Design Phase Contract

REVIEWERS:

Department	Reviewer	Action	Date
Public Works	Owen, Rob	Approved	4/11/2016 - 11:12 AM
City Attorney	Hocking, Lee	Approved	4/11/2016 - 7:38 PM
City Manager	Dougherty, John	Approved	4/11/2016 - 7:29 PM



CITY OF KINGMAN, ARIZONA

**STOCKTON HILL ROAD REHABILITATION
AND PAVEMENT REPLACEMENT
FROM DETROIT AVENUE TO AIRWAY AVENUE**

CONSTRUCTION MANAGER AT RISK

DESIGN SERVICES

CONTRACT NO. ENG16-0003

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**CITY OF KINGMAN
STOACKTON HILL ROAD REHABILITATION
CONSTRUCTION MANAGER AT RISK DESIGN SERVICES
CONTRACT NO. ENG16-0003**

THIS CONTRACT is made and entered into on the 19th day of April, 2016, by and between City of Kingman, hereinafter designated the "City" and **CONTRATOR**, hereinafter called the "Construction Manager at Risk" or "CMAR"

RECITALS

- A. The City engages the CMAR to perform Design Services for the STOACKTON HILL ROAD REHABILITATION herein referred to collectively as the "Project".
- B. The City has undertaken the design of said Project and may contract with consultants for additional design or inspections. Said consultants shall herein after be referred to as the "Design Professional".
- C. The CMAR has represented to the City the ability to provide design phase services and based on this representation the City engages the CMAR to provide these services for the Project.

AGREEMENT

NOW THEREFORE, for and in consideration of the mutual covenants and considerations hereinafter contained, it is agreed by and between the City and the CMAR as follows:

ARTICLE 1 – TERMS AND DEFINITIONS

Addenda - Written or graphic instruments issued prior to the submittal of the Guaranteed Maximum Price (GMP) Proposal(s), which clarify, correct or change the GMP Proposal(s) requirements.

Agreement (Contract) – This written document signed by the City and CMAR covering the design phase of the Project, and including other documents itemized and referenced in or attached to and made part of this Contract.

Alternate Systems Evaluations – Alternatives for design, means and methods or other scope considerations that are evaluated using value engineering principles and have the potential to reduce construction costs while still delivering a quality and functional Project that meets City requirements.

Approved Project Cost. - The GMP including all contingencies and allowances as negotiated by the CMAR and the City and approved by the City Council.

Change Order - A written instrument issued after execution of the Contract Documents signed by the City and CMAR, stating their agreement upon all of the following: the addition, deletion or revision in the scope of services or deliverables; the amount of the adjustment to the Contract Amount, the extent of the adjustment to the Contract Time, or modifications of other contract terms.

City (Owner or OWNER) - The City of Kingman, a municipal corporation, with whom CMAR has entered into this Contract and for whom the services is to be provided pursuant to said Contract.

Construction Documents - The plans, specifications, and drawings prepared by the City or Design Professional and issued as approved for construction meaning the documents are sealed by the Design Professional, signed and acceptable for permitting.

Construction Fee – The CMAR's administrative costs, home office overhead, and profit, whether at the CMAR's principal or branch offices. This includes the administrative costs and home office costs and any limitations or exclusions that may be included in the General Conditions for the construction phase.

Construction Manager at Risk (CMAR or Contractor) - The person, firm, corporation, or other approved legal unit with whom the City has entered into this Contract to provide services as detailed in this Contract.

Contingency, CMAR (Contractor's) - A fund to cover cost growth during the Project used at the general discretion of the CMAR usually for costs that result from Project circumstances. The amount of the CMAR Contingency shall be negotiated as a separate line item in each GMP package. Use and management of the CMAR Contingency is described in Section 2.6.

Contingency, Owner's – A fund to cover cost growth during the Project used at the sole discretion of the City usually for costs that result from City directed changes or site conditions. The amount of the Owner's Contingency will be set solely by the City and shall be in addition to the Project costs included in the CMAR's GMP packages. Use and management of the Owner's Contingency is described in Section 2.6.

Contract Amount - The final approved budget for this Contract as identified in Article 4.

Contract Documents - This Contract, exhibits, attachments, the Notice to Proceed for design phase services, all Written Amendments and Change Orders to this Contract and any other documents so designated in this Contract.

Contract Time(s) - The number of days or the dates related to the construction phase that as stated in Construction Documents applies to achievement of final completion of the construction Work so that it is ready for final payment.

Cost Model – A breakdown of the scope of the Project that is initially developed by the CMAR during the preliminary design phase and based on information from the Project Team and the CMAR's records of similar projects. The model will evolve as the design progresses and be maintained by the CMAR throughout the design phase and shall include any assumptions and clarifications made by the CMAR. The model shall support any cost estimates, Alternative Systems Evaluations and eventually any GMP Proposals, when required by the Project Team. The model shall comply with the specified requirements outlined in Sections 2.5 and 2.6.

Contractor Payment Request - The form that is accepted by the City and used by the CMAR in requesting progress payments or final payment and which shall include such supporting documentation as is required by the Contract Documents and or the City.

Cost of the Work - The direct costs necessarily incurred by the CMAR in the proper performance of the Work. The Cost of the Work shall include direct labor costs, subcontract costs, costs of materials and equipment incorporated in the completed construction, costs of other materials and equipment, temporary facilities, building permit fees, materials testing and related items. The Cost of the Work shall not include the CMAR's construction fee, general conditions fee, taxes, bond, or insurance costs.

Day - Calendar day(s) unless otherwise specifically noted in the Contract Documents.

Deliverables – The work products prepared by the CMAR in performing the scope of work described in this Contract. Some of the major deliverables to be prepared and provided by the CMAR during the design phase may include but are not limited to: Cost Model, Construction Management Plan, Project Schedule, Schedule of Values, alternative system evaluations, procurement strategies and plans, cost estimates, construction market surveys, cash flow projections, GMP Proposals, Subcontractor procurement plan, Subcontractor agreements,

Subcontractor bid packages, Supplier agreements, Constructability Review, Cost Control Log, Project Meetings and others as indicated in this Contract or required by the Project Team.

Drawings (Plans) – Documents, which visually represent the scope, extent and character of the Work to be furnished and performed by the CMAR during the construction phase and which have been prepared or approved by the Design Professional and the City. Includes Drawings that have reached a sufficient stage of completion and released by the Design Professional solely for the purposes of review and/or use in performing constructability or biddability reviews and in preparing cost estimates (e.g. conceptual design Drawings, preliminary design Drawings, detailed design Drawings at 30%, 60%, 90% or 100% or schematic, design development, construction documents), but “*not for construction*”. Shop Drawings are not Drawings as so defined.

Design Professional - The qualified, licensed person, firm or corporation who furnishes design services required under the Contract Documents. Representatives of the Design Professional may perform Special and other inspection services at the site and may, at the Owner's option, represent the Owner during the construction period.

General Conditions Costs – Includes, but is not limited to the following types of costs for the CMAR during the construction phase: payroll for Work conducted at the site, payroll costs for the superintendent and full-time general foremen, payroll costs for management personnel resident and working on the site, workers not included as direct labor costs engaged in support (e.g. loading/unloading, clean-up, etc.), administrative office personnel, costs of offices and temporary facilities including office materials, office supplies, office equipment, minor expenses, utilities, fuel, sanitary facilities and telephone services at the site, costs of liability insurance premiums not included in labor burdens for direct labor costs, costs of bond premiums, costs of consultants not in the direct employ of the CMAR or Subcontractors, fees for permits and licenses. Certain limitations and exclusions are described in the General Conditions for the construction phase.

Guaranteed Maximum Price (GMP) – The sum of the maximum Cost of the Work and the CMAR's construction fee, general conditions fee, sales tax, bonds, insurance costs, and contingency(ies).

GMP Plans and Specifications – The set of plans and specifications provided pursuant to paragraph 2.5 upon which the Guaranteed Maximum Price Proposal is based.

Guaranteed Maximum Price (GMP) Proposal - The offer or proposal of the CMAR submitted on the prescribed form setting forth the GMP prices for the entire Work and/or portions of the Work to be performed during the construction phase. The GMP Proposal(s) are to be developed pursuant to Article 2 of this Contract.

Laws and Regulations; Laws or Regulations - Any and all applicable laws, rules, regulations, ordinances, codes and orders of any and all governmental bodies, agencies, authorities and courts having jurisdiction.

Notice to Proceed - A written notice given by the City to the CMAR fixing the date on which the CMAR will start to perform the CMAR's obligations under this Contract.

Project - The work to be completed in the execution of this Contract as described in the Recital above and Exhibit “A” attached.

Project Team – Design phase services team consisting of the Design Professional, CMAR, City of Kingman representatives, and other stakeholders who are responsible for making decisions regarding the Project.

Schedule of Values (SOV) – Document specified in the General Requirements for the construction phase Contract, which divides the Contract Price into pay items, such that the sum of all pay items equals the Contract Price for the construction phase Work, or for any portion of the Work having a separate specified Contract Price. The SOV may or may not be output from the Progress Schedule depending on if the Progress Schedule is cost-loaded or not.

Shop Drawings - All drawings, diagrams, schedules and other data specifically prepared for the Work by the CMAR or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

Site – The land or premises on which the Project is located.

Specifications - The part(s) of the Contract Documents for the construction phase consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto. This project shall be constructed using the current Uniform Standard Specifications and Details for Public Works Construction as furnished by the Maricopa Association of Governments as amended by the City of Kingman unless alternate specifications and details are provided in the Drawings and/or Specifications.

Subcontractor - An individual or firm having a direct contract with the CMAR or any other individual or firm having a contract with the aforesaid contractors at any tier, who undertakes to perform a part of the design phase services or construction phase Work at the site for which the CMAR is responsible. Subcontractors shall be selected through the Subcontractor bid process described in paragraph 2.7 of this Contract.

Subconsultant - A person, firm or corporation having a contract with the CMAR to furnish services required as its independent professional associate or consultant with respect to the Project.

Supplier - A manufacturer, fabricator, supplier, distributor, materialman or vendor having a direct contract with CMAR or with any Subcontractor to furnish materials or equipment to be incorporated in the construction phase Work by CMAR or any Subcontractor.

Total Float - Number of Days by which the design phase services or construction phase Work or any part of the same may be delayed without necessarily extending a pertinent Contract Time or schedule milestone in the Project Schedule.

Work - The entire completed construction or the various separately identifiable parts thereof, required to be furnished during the construction phase. Work includes and is the result of performing or furnishing labor and furnishing and incorporating materials, resources and equipment into the construction, and performing or furnishing services and documents as required by the Contract Documents for the construction phase.

ARTICLE 2 – BASIC DESIGN PHASE SERVICES

2.1 GENERAL

- 2.1.1 The CMAR, to further the interests of the City, shall perform the services required by, and in accordance with this Contract, to the satisfaction of the City Engineer, exercising the degree of care, skill and judgment a professional construction manager performing similar services in Kingman, Arizona would exercise at such time, under similar conditions. The CMAR shall, at all times, perform the required services consistent with sound and generally accepted construction management and construction contracting practices.
- 2.1.2 As a participating member of the Project Team, the CMAR shall provide to the City and Design Professional a written evaluation of the City's Project Program and Project Budget, each in terms of the other, with recommendations as to the appropriateness of each.
- 2.1.3 The CMAR shall attend Project Team meetings, which may include, but are not limited to, monthly Project management meetings, Project workshops, special Project meetings, meetings with property owners and construction document rolling reviews.

- 2.1.4 The CMAR shall provide design phase services, described herein, in a timely manner and consistent with the intent of the most current Drawings and Specifications. The CMAR shall promptly notify the City in writing if the CMAR determines that any Drawings or Specifications are inappropriate for the Project and/or cause changes in the scope of Work requiring an adjustment in the Cost Model, cost estimate, Project Schedule, GMP Proposals and/or in the Contract Time for the Work, to the extent such are established.
- 2.1.5 The CMAR when requested by the City, shall attend, make presentations and participate as may be appropriate in public agency and or community meetings, germane to the Project. The CMAR shall provide drawings, schedule diagrams, budget charts and other materials describing the Project, when their use is required or appropriate in any such public agency meetings.
- 2.1.6 In providing any Design Phase Services under this Agreement, CMAR does not assume any responsibility for any design errors, omissions or inconsistencies, nor does CMAR assume any design responsibilities unless specifically called for in the scope of work. In providing Construction Services (under a separate Construction Phase Services contract), CMAR shall be responsible for his errors, omissions or inconsistencies included in the Work.

2.2 PROJECT SCHEDULE

- 2.2.1 The fundamental purpose of the Project Schedule is to identify, coordinate and record the tasks and activities to be performed by all of the Project Team members and then for the Project Team to utilize that Deliverable as a basis for managing and monitoring all member's compliance with the schedule requirements of the Project. Each Project Team member is responsible for its compliance with the Project Schedule requirements. The CMAR shall, however, develop and maintain the Project Schedule on behalf of and for use by the Project Team based on input from the other Project Team members. The Project Schedule shall be consistent with the most recent revised/updated GMP. The Project Schedule shall use the Critical Path Method (CPM) technique, unless required otherwise, in writing by the City. The CMAR shall use scheduling software to develop the Project Schedule that is acceptable to the City. The Project Schedule shall be presented in graphical and tabular reports as agreed upon by the Project Team. If Project phasing as described below is required, the Project Schedule shall indicate milestone dates for the phases once determined.
- 2.2.2 The CMAR shall include and integrate in the Project Schedule the services and activities required of the City, Design Professional and CMAR including all construction phase activities based on the input received from the City and the Design Professional. The Project Schedule shall detail activities to the extent required to show: (a) the coordination between preliminary design and various design phase documents, (b) any separate long-lead procurements, (c) any permitting issues, (d) any land and right-of-way acquisition, (e) bid packaging strategy and awards to Subcontractors and Suppliers, (f) major stages of construction, (g) start-up and commissioning, and (h) occupancy of the completed Work by the City. The Project Schedule shall include by example and not limitation, proposed activity sequences and durations for design, procurement, construction and testing activities, milestone dates for actions and decisions by the Project Team, preparation and processing of shop drawings and samples, delivery of materials or equipment requiring long-lead time procurement (if any), milestone dates for various construction phases, Total Float for all activities, relationships between the activities, if applicable City's occupancy requirements showing portions of the Project having occupancy priority, and proposed dates for Final Completion.
- 2.2.3 The Project Schedule shall be updated and maintained by the CMAR throughout the design phase such that it shall not require major changes at the start of the construction phase to incorporate the CMAR's plan for the performance of the construction phase Work. The CMAR shall provide updates and/or revisions to the Project Schedule for use by the Project Team, whenever required, but no less often than at the Project Team meetings. The CMAR shall include with such submittals a narrative describing its analysis of the progress achieved to-date vs. that planned, any concerns regarding delays or potential delays, and any recommendations regarding mitigating actions.

- 2.2.4 If phased construction is deemed appropriate and the City and Design Professional approve, the CMAR shall review the design and make recommendations regarding the phased issuance of Construction Documents to facilitate phased construction of the Work, with the objective of reducing the Project Schedule and/or Cost of the Work. The CMAR shall take into consideration such factors as natural and practical lines of work severability, sequencing effectiveness, access and availability constraints, total time for completion, construction market conditions, labor and materials availability, and any other factors pertinent to saving time and cost.

2.3 DESIGN DOCUMENT REVIEWS

- 2.3.1 The CMAR shall evaluate periodically the availability of labor, materials/equipment, building systems, cost-sensitive aspects of the design; and other factors that may impact the Cost Model or cost estimate, GMP Proposals and/or the Project Schedule.
- 2.3.2 The CMAR shall recommend, in conjunction with the Project Team, any additional surface and subsurface investigations that, in its opinion, are required to provide the necessary information for the CMAR to construct the Project. These additional investigations, agreed to by the design team, shall be acquired or performed by the CMAR and copies of the reports will be provided to the City.
- 2.3.3 The CMAR shall meet with the Project Team as required to review designs during their development. The CMAR shall familiarize itself with the evolving documents through the various design phases. The CMAR shall proactively advise the Project Team and make recommendations on factors related to construction costs, and concerns pertaining to the feasibility and practicality of any proposed means and methods, selected materials, equipment and building systems, and, labor and material availability. The CMAR shall furthermore advise the Project Team on proposed site improvements, excavation and foundation considerations, as well as, concerns that exist with respect to coordination of the Drawings and Specifications. The CMAR shall recommend cost effective alternatives.
- 2.3.4 The CMAR shall routinely conduct constructability and biddability reviews of the Drawings and Specifications as necessary to satisfy the needs of the Project Team. The reviews shall attempt to identify all discrepancies and inconsistencies in the Construction Documents especially those related to clarity, consistency, completeness and coordination of Work of Subcontractors and Suppliers.
- 2.3.4.1 The CMAR shall evaluate whether (a) the Drawings and Specifications are configured to enable efficient construction, (b) design elements are standardized, (c) construction efficiency is properly considered in the Drawings and Specifications, (d) module/preassembly design are prepared to facilitate fabrication, transport and installation, (e) sequences of Work required by or inferable from the Drawings and Specifications are practicable, (f) the design has taken into consideration, efficiency issues concerning; access and entrance to the site, laydown and storage of materials, staging of site facilities, construction parking, and other similar pertinent issues, and (g) the design maintains continued operation of the existing water operations and maintains the access to existing traffic.
- 2.3.4.2 The CMAR shall check cross-references and complementary Drawings and sections within the Specifications, and in general evaluate whether (a) the Drawings and Specifications are sufficiently clear and detailed to minimize ambiguity and to reduce scope interpretation discrepancies, (b) named materials and equipment are commercially available and are performing well or otherwise, in similar installations, (c) Specifications include alternatives in the event a requirement cannot be met in the field, and (d) in its professional opinion, the Project is likely to be subject to differing site conditions.
- 2.3.4.3 The results of the reviews shall be provided to the City in formal, written reports clearly identifying all discovered discrepancies and inconsistencies in the Drawings and Specifications with notations and recommendations made on the Drawings, Specifications and other documents. The CMAR shall meet with the City and Design Professional to discuss any findings and review reports.
- 2.3.4.4 The CMAR's reviews shall be from a contractor's perspective, and though it shall serve to reduce the number of Requests for Information (RFIs) and changes during the construction phase, responsibility for the Drawings and Specifications shall remain with the Design Professional and not the CMAR.

- 2.3.5 It is the CMAR's responsibility to assist the Design Professional in ascertaining that the Construction Documents are in accordance with applicable laws, statutes, ordinances, and building codes. If the CMAR recognizes that portions of the Construction Documents are at variance with applicable laws, statutes, ordinances, and building codes, it shall promptly notify the Design Professional and City in writing, describing the apparent variance or deficiency. However, the Design Professional is ultimately responsible for compliance with building codes.
- 2.3.6 The Project Team shall routinely identify and evaluate using value engineering principles any alternate systems, approaches, design changes that have the potential to reduce Project costs while still delivering a quality and functional product. If the Project Team agrees, the CMAR in cooperation with the Design Professional will perform a cost/benefit analysis of the alternatives and submit such in writing to the Project Team. The Project Team will decide which alternatives will be incorporated into the Project. The Design Professional will have full design responsibility for the review and incorporation of the CMAR suggested alternatives into the Drawings and Specifications. The CMAR shall include the cost of the alternatives into the Cost Model or cost estimate and any GMP Proposals.

2.4 COST MODEL, COST ESTIMATES AND SCHEDULE OF VALUES

- 2.4.1 As soon as practical during the preliminary design phase, the CMAR will review all available information regarding the design and scope of the Project, the CMAR's experience in performing similar work, etc. and based upon that review shall develop a Cost Model for review and approval by the City. Once approved by the City, the Cost Model shall be continually updated and kept current as the design progresses throughout the design phase until a final GMP for the entire Project is established. The Cost Model shall be the best representation of the CMAR of what the complete functional Project's construction costs will be as indicated by the most current available documents. The CMAR shall communicate to the Project Team, any assumptions made in preparing the Cost Model. The Cost Model shall support the CMAR's construction cost estimates and may be broken down initially as dictated by the available information, but may also be broken down by CSI Specification Divisions 1-16 and/or other breakdowns, as required by the City. The Cost Model shall also include allowances as agreed to by the Project Team, including but not limited: (a) a construction cost contingency based on an agreed upon percentage of the total estimated construction cost, (b) allowances for potential additional quantities and/or additional Work that the City may require, and (c) any costs related to investigations described in paragraph 2.3.
- 2.4.2 After receipt of the Design Professional's most current documents from certain specified design phase milestones, the CMAR shall provide a detailed written report to the Project Team regarding the impact of and changes to the Cost Model based on the CMAR's review of the design documents made available at the specified design phase milestone. The Design Professional and the CMAR will reconcile any disagreements on the estimate to arrive at an agreed upon estimate for the construction costs based on the scope of the Project through that specified design phase milestone. The design phase milestones applicable to this paragraph are: detailed design at 30%, 60% and 90% completion. If no consensus is reached, the City will make the final determination. If the Project Team requires additional updates of the Cost Model beyond that specified in this paragraph, the CMAR shall provide the requested information in a timely manner.
- 2.4.3 If at any point the estimate submitted to the City exceeds previously accepted estimates agreed to by the Project Team or other key aspects of the Cost Model or the City's Project Budget, the CMAR shall make appropriate recommendations to the City and Design Professional on means/methods, materials, and or other design elements that it believes will reduce the estimated construction costs, (without altering the City's basic program) such that it is equal to or less than the established Project Team's target and/or the Project Budget.
- 2.4.4 Near completion of the 90% detailed design review and included with the associated report, the CMAR shall also submit to the City for review and approval a Schedule of Values that complies with the following requirements. The Schedule of Values shall highlight significant variances from any previously submitted Schedule of Values. The Schedule of Values shall be directly related to the breakdowns reflected in the

Project Schedule and the CMAR's Cost Model. In addition, the Schedule of Values shall: (a) detail unit prices and quantity take-offs, (b) detail all other allowances and unit price Work shown and specified in the detailed design documents.

- 2.4.4.1 The CMAR shall track, estimate/price and address Team overall project cost issues that arise outside of the Cost Model estimate such as: Owner generated changes, Design Team Proposed changes, Alternate system analysis, Constructability items and Value Engineering. The system used to implement this process will be referred to as the Design Evolution Log. This shall be addressed between the 30% Cost Model estimate and 60% estimate and between the 60% estimate and the bid packages for the project elements/project phases.
- 2.4.5 Upon request by the City, the CMAR shall submit to the City a cash flow projection for the Project based on the current updated/revised Project Schedule and the anticipated level of payments for the CMAR during the design and construction phases. In addition, if requested by the City and based on information provided by the City, the CMAR shall prepare a cash flow projection for the entire Project based on historical records for similar types of projects to assist the City in the financing process.

2.5 GUARANTEED MAXIMUM PRICE (GMP) PROPOSALS

- 2.5.1 The proposed GMP for the entire Work, and for each phase of the work, shall be presented in a format acceptable to the City. The City may request a GMP Proposal for all or any portion of the Project and at any time during the design phase. Any GMP Proposals submitted by the CMAR shall be based on and consistent with the current update/revised cost estimate at the time of the request, the associated estimates for construction costs and include any clarifications or assumptions upon which the GMP Proposal(s) are based.
- 2.5.2 GMP Proposals for the entire Project shall be the sum of the maximum Cost of the Work, and include the CMAR's Construction Fee, General Conditions Fee, CMAR Contingency, City Contingency (amount to be determined solely by the City), and any allowances. The CMAR guarantees to complete the Project at or less than the final GMP Proposal amount plus approved Change Orders, and agrees that it shall be responsible for any increase in the actual cost of the Work above that amount.
- 2.5.3 The CMAR, in preparing the final GMP Proposal for each applicable phase of Work, will obtain from the City, six (6) sets of signed, sealed, and dated Drawings and Specifications for the phase (including all addenda). The CMAR shall prepare its GMP in accordance with the City's request for GMP Proposal requirements based on the most current completed Drawings and Specifications at that time. The CMAR shall mark the face of each document of each set upon which its proposed GMP is based. These documents shall be identified as the GMP Plans and Specifications. The CMAR shall send one set of those documents to the City's Project Manager and keep five (5) set(s) for its own use.
- 2.5.4 An updated/revised Project Schedule shall be included with any GMP Proposal(s) that reflects the GMP Plans and Specifications. Any such Project Schedule updates/revisions shall continue to comply with the requirements of paragraph 2.2.
- 2.5.5 In the event the CMAR elects, at its sole discretion, to maintain a CMAR Contingency within the GMP, the criteria for development of that allowance must be acceptable to the City. In addition, the specific terms and conditions regarding use of that allowance during the construction phase shall be established by the City and reflected in the contract for that phase of the Project.
- 2.5.6 The form of GMP to be used for this project shall be provided to the CMAR during the Design Phase services..

2.6 GMP PROPOSAL(S) REVIEW AND APPROVAL

- 2.6.1 The CMAR shall meet with the City and Design Professional to review the GMP Proposal(s) and the written statement of its basis. In the event the City or Design Professional discovers inconsistencies or

inaccuracies in the information presented, the CMAR shall make adjustments as necessary to the GMP Proposal, its basis or both.

- 2.6.2 The City upon receipt of any GMP proposal from the CMAR, may submit the GMP Plans and Specifications to an independent third party or to the Design Professional for review and verification. The third party or Design Professional will develop an independent estimate of the Cost of the Work and review the Project Schedule for the associated scope of the GMP Proposals.
- 2.6.3 If the CMAR GMP Proposal is greater than the independent third party or Design Professional's estimate, the City may require the CMAR to reconfirm its GMP Proposal. The CMAR shall then meet with the City, the Design Professional and if used, the independent third party to reconcile the project estimate.
- 2.6.4 If during the review and negotiation of GMP Proposals design changes are required, the City will authorize and cause the Design Professional to revise the Construction Documents to the extent necessary to reflect the agreed-upon assumptions and clarifications contained in the final approved GMP Proposal. Such revised Construction Documents will be furnished to the CMAR. The CMAR shall promptly notify the Design Professional and City in writing if any such revised Construction Documents are inconsistent with the agreed-upon assumptions and clarifications.
- 2.6.5 CMAR Contingency shall be a separate line item in each GMP package submitted to the City in an amount to be negotiated by the City and the CMAR with input from the Design Professional. The CMAR Contingency shall be the last item in the GMP proposal table and shall have no markups applied at the time of submission of the GMP proposal. CMAR Contingency shall be used by the CMAR and at the discretion of the CMAR pursuant to the requirements indicated in the General Conditions of the construction phase contract.
- 2.6.6 City Contingency will be used at the sole discretion of the City. At the time that the CMAR submits its GMP proposal to the City for approval, the City may add an additional amount to the sum of the GMP proposals to cover any increases in project costs that result from City directed changes. The total Approved Project Cost will be the sum of the CMAR's GMP proposals and the Owner's Contingency, if applicable.

2.7 SUBCONTRACTOR AND MAJOR SUPPLIER SELECTIONS

- 2.7.1 There are two ways to select Subcontractors and major Suppliers prior to submission of a GMP Proposal. They are qualifications-based selection and a combination of qualifications-based selection with competitive bidding. Price alone shall not be the sole consideration of selection of Subcontractors and major Suppliers. Except as noted below, the selection of Subcontractors/Suppliers is the sole responsibility of the CMAR. In any case, the CMAR is solely responsible for the performance of the selected Subcontractors/Suppliers.
- 2.7.2 The City may approve the selection of a Subcontractor(s) or Suppliers(s) based only on their qualifications when the CMAR can demonstrate it is in the best interest of the Project.
 - 2.7.2.1 Qualification based selection of a Subcontractor(s)/Supplier(s) should only occur prior to the submittal of the GMP Proposal.
 - 2.7.2.2 The CMAR shall prepare a Subcontractor/Supplier selection plan and submit the plan to the City for approval. The CMAR shall apply the plan in the evaluation of the qualifications of a Subcontractor(s) or Supplier(s) and provide the City with its review and recommendation.
 - 2.7.2.3 The CMAR must receive City approval of the selected Subcontractor(s)/Supplier(s).
 - 2.7.2.4 The CMAR shall negotiate costs for services/supplies from each Subcontractor/Supplier selected under this method.

- 2.7.3 When the CMAR accepts competitively bids from qualified Subcontractors or Suppliers, the CMAR shall provide copies of such bids to the City as well as supporting information on the qualifications. Competitive bids shall occur prior to the GMP Proposal(s).
- 2.7.3.1 The CMAR shall develop Subcontractor and Supplier interest, submit the names of a minimum of three qualified Subcontractors or Suppliers for each trade in the Project for approval by the City and solicit bids for the various Work categories. If there are not three qualified Subcontractors/Suppliers available for a specific trade or there are extenuating circumstances warranting such, the CMAR may request approval by the City to submit less than three names. Without prior written notice to the City, no change in the recommended Subcontractors/Suppliers shall be allowed.
- 2.7.3.2 If the City objects to any nominated Subcontractor/Supplier or to any self-performed Work for good reason, the CMAR shall nominate a substitute Subcontractor/Supplier that is acceptable to the City.
- 2.7.3.3 The CMAR shall distribute Drawings and Specifications, and when appropriate, conduct a prebid conference with prospective Subcontractors and Suppliers.

2.8 TRADE NAMES AND SUBSTITUTIONS

- 2.8.1 Contract Document references to equipment, materials or patented processes by manufacturer, trade name, make or catalog number, unless indicated that no substitutions are permitted, substitute or alternate items may be permitted, subject to the following:
- 2.8.2 All data to be provided by CMAR in support of any proposed "or-equal" or substitute item will be at CMAR's expense.
- 2.8.3 This section not used.
- 2.8.4 Some items or packages of equipment will be required to be included in the Project, and may be pre-negotiated by the City with the supplier. Where this is the case the CMAR shall assume responsibility for obtaining the item or package of equipment and shall be responsible for contracting with the manufacturer, providing shop drawings, paying for shipment, installation, and coordinating the manufacturer's services that may be required by the Drawings and Specifications including start-up assistance, operator training, and equipment testing. No substitution will be accepted for these items or packages of equipment.
- 2.8.5 A request for a substitution shall be submitted by CMAR in writing to the City.
- 2.8.6 The CMAR shall certify that the substitution will perform the functions and achieve the results called for by the general design, be similar and of equal substance, and be suited to the same use as that specified.
- 2.8.7 The submittal shall state any required changes in the Contract Documents to adapt the design to the proposed substitution.
- 2.8.8 The submittal shall contain an itemized estimate of all costs and credits that will result directly and indirectly from the acceptance of such substitution, including cost of design, license fees, royalties, and testing. Also, the submittal shall include any adjustment in the Contract Time created by the substitution.
- 2.8.9 The CMAR if requested by the City shall submit Samples or any additional information that may be necessary to evaluate the acceptability of the substitution.
- 2.8.10 The City will make the final decision and will notify the CMAR in writing as to whether the substitution has been accepted or rejected.
- 2.8.11 If the City does not respond in a timely manner, the CMAR shall continue to perform the Work in accordance with the Contract Documents and the substitution will be considered rejected.

ARTICLE 3 – PERIOD OF SERVICES

- 3.1 The design phase services described in this Contract shall be performed by CMAR in accordance with the most current update/revised Project Schedule. Failure on the part of the CMAR to adhere to the Project Schedule requirements for activities for which it is responsible and in control will be deemed a material breach and sufficient grounds for termination of this Contract by the City.
- 3.2 If the date of performance of any obligation or the last day of any time period provided for herein should fall on a Saturday, Sunday, or holiday for the City, then said obligation shall be due and owing, and said time period shall expire, on the first day thereafter which is not a Saturday, Sunday or legal City holiday. Except as may otherwise be set forth herein, any performance provided for herein shall be timely made if completed no later than 5:00 p.m. (Kingman time) on the day of performance.

ARTICLE 4 – CONTRACT AMOUNT AND PAYMENTS

4.1 CONTRACT AMOUNT

- 4.1.1 Based on the design phase services fee proposal submitted by the CMAR and accepted by the City (Attached as Exhibit A); the City will pay the CMAR a Fee not to exceed **Nine Thousand, seven Hundred Twenty Five and 00/100 Dollars (\$ 9,725.00)**.

4.2 PAYMENTS

- 4.2.1 Requests for payments by the CMAR for design phase services shall be submitted monthly and shall be accompanied by a progress report, detailed invoices and receipts, if applicable. Any requests for payment shall include, as a minimum, a narrative description of the tasks accomplished during the billing period, a listing of any Deliverables submitted, and copies of any Subconsultants' requests for payment, plus similar narrative and listings of Deliverables associated with their Work. Payment for services negotiated as a lump sum shall be made in accordance with the percentage of work completed during the preceding month. Services negotiated as a not-to-exceed fee will be paid in accordance with the work effort expended on that service during the preceding month using the rates included in Exhibit A.
- 4.2.2 The fees for the CMAR and any Subconsultants shall be based upon the hourly rate schedule included as Exhibit A attached.
- 4.2.3 The CMAR agrees that no charges or claims for costs or damages of any type shall be made by it for any delays or hindrances beyond the reasonable control of the City during the progress of any portion of the services specified in this Contract. Such delays or hindrances, if any, shall be solely compensated for by an extension of time for such reasonable period as may be mutually agreed between the parties. It is understood and agreed, however, that permitting the CMAR to proceed to complete any services, in whole or in part after the date to which the time of completion may have been extended, shall in no way act as a waiver on the part of the City of any of its legal rights herein.
- 4.2.4 No compensation to the CMAR shall be allowed contrary to Article I, Chapter I, Title 34 of the Arizona Revised Statutes.
- 4.2.5 If any service(s) executed by the CMAR is abandoned or suspended in whole or in part, for a period of more than 180 days through no fault of the CMAR, the CMAR is to be paid for the services performed prior to the abandonment or suspension.

4.3 ADDITIONAL DESIGN PHASE SERVICES

This section not used.

ARTICLE 5 – CITY'S RESPONSIBILITIES

- 5.1 The City, at no cost to the CMAR, will furnish the following information:
 - 5.1.1 One copy of data the City determines pertinent to the work. However, the CMAR shall be responsible for searching the records and requesting information it deems reasonably required for the Project.
 - 5.1.2 All available data and information pertaining to relevant policies, standards, criteria, studies, etc.
 - 5.1.3 The name of the City employee or City's representative who will serve as the Project Manager during the term of this Contract. The Project Manager has the authority to administer this Contract and will monitor the CMAR's compliance with all terms and conditions stated herein. All requests for information from or decisions by the City on any aspect of the work or Deliverables shall be directed to the Project Manager.
- 5.2 The City additionally will:
 - 5.2.1 At its discretion, Contract separately with the Design Professional to provide architectural and/or engineering design services for the Project. The scope of services for the Design Professional will be provided to the CMAR for its information. The CMAR shall have no right, to limit or restrict any changes of such services that are otherwise mutually acceptable to the City and Design Professional.
 - 5.2.2 Supply, without charge, all necessary copies of programs, reports, drawings, and specifications reasonably required by the CMAR except for those copies whose cost has been reimbursed by the City.
 - 5.2.3 Provide the CMAR with adequate information in its possession or control regarding the City's requirements for the Project.
 - 5.2.4 Give prompt written notice to the CMAR when the City becomes aware of any default or defect in the Project or non-conformance with the Drawings and Specifications.
 - 5.2.5 Notify the CMAR of changes affecting the budget allocations.
- 5.3 The City's Project Manager shall have authority to approve the Project Budget and Project Schedule, and render decisions and furnish information the Project Manager deems appropriate to the CMAR.

ARTICLE 6 – CONTRACT CONDITIONS

6.1 PROJECT DOCUMENTS AND COPYRIGHTS

- 6.1.1 All work products (electronically or manually generated) including but not limited to plans, specifications, cost estimates, tracings, studies, design analyses, original mylar drawings, computer aided drafting and design (CADD) file diskettes which reflect all final drawings, and other related products which are prepared in the performance of this Contract are the property of the CITY and are to be delivered to the CITY before the final payment is made to the CMAR. The CITY shall retain ownership of these original drawings; the CMAR may retain a reproducible mylar. He/she shall endorse by his/her professional seal all plans and special provisions furnished by him/her. In the event these documents are used for another project without further consultations with the CMAR, the CITY agrees to indemnify and hold the CMAR harmless from any claim arising from the reuse of the documents. The CITY shall remove the CMAR seal and title block from any such documents.

- 6.1.2 The copyrights, patents, trade secrets or other intellectual property rights associated with the ideas, concepts, techniques, inventions, processes or works of authorship developed or created by the CMAR, its Subconsultants or personnel, during the course of performing this Contract or arising out of the Project will belong to the CMAR.
- 6.1.3 The CMAR hereby grants, and shall require its Subconsultants to grant, a license to the City, its agents, employees, and representatives for an indefinite period of time to reasonably use, make copies, and distribute as appropriate the Project Documents, works or Deliverables developed or created for the Project and this Contract. This license shall also include the making of derivative works. In the event that the derivative works require the City to alter or modify the Project Documents, then paragraph 6.1.1 applies.
- 6.1.4 When applicable and required by state law, the CMAR and its Subconsultants shall endorse by an Arizona professional seal all drawings, works, and Deliverables prepared by them for this Contract.

6.2 COMPLETENESS AND ACCURACY OF CMAR'S WORK

The CMAR shall be responsible for the completeness and accuracy of its reviews, reports, supporting data, and other design phase Deliverables prepared or compiled pursuant to its obligations under this Contract and shall at its sole own expense correct its work or Deliverables. Any damage incurred by the City as a result of additional construction cost caused by such willful or negligent errors, omissions or acts shall be chargeable to the CMAR Contingency within the GMP to the extent that such willful or negligent errors, omissions and acts fall below the standard of care and skill that a professional CMAR in Arizona would exercise under similar conditions. The fact that the City has accepted or approved the CMAR's work or Deliverables shall in no way relieve the CMAR of any of its responsibilities under the Contract, nor does this requirement to correct the work or Deliverable constitute a waiver of any claims or damages otherwise available by law or Contract to the City. Correction of errors, omissions and acts discovered on architectural or engineering Drawings and Specifications shall be the responsibility of the design professional.

6.3 ALTERATION IN CHARACTER OF WORK

- 6.3.1 In the event an alteration or modification in the character of work or Deliverable results in a substantial change in this Contract, thereby materially increasing or decreasing the scope of services, cost of performance, or Project Schedule, the work or Deliverable shall nonetheless be performed as directed by the City. However, before any altered or modified work begins, a Change Order will be approved and executed by the City and the CMAR. Such Change Order shall not be effective until approved by the City.
- 6.3.2 Additions to, modifications, or deletions from the Project provided herein may be made, and the compensation to be paid to the CMAR may accordingly be adjusted by mutual agreement of the contracting parties.
- 6.3.3 No claim for extra work done or materials furnished by the CMAR shall be allowed by the City except as provided herein, nor shall the CMAR do any work or furnish any material(s) not covered by this Contract unless such work or material is first authorized in writing. Work or material(s) furnished by the CMAR without such prior written authorization shall be the CMAR's sole jeopardy, cost, and expense, and the CMAR hereby agrees that without prior written authorization no claim for compensation for such work or materials furnished shall be made.

6.4 DATA CONFIDENTIALITY

- 6.4.1 As used in the Contract, data means all information, whether written or verbal, including plans, photographs, studies, investigations, audits, analyses, samples, reports, calculations, internal memos, meeting minutes, data field notes, work product, proposals, correspondence and any other similar documents or information prepared by or obtained by the CMAR in the performance of this Contract.

- 6.4.2 The parties agree that all data, including originals, images, and reproductions, prepared by, obtained by, or transmitted to the CMAR in connection with the CMAR's performance of this Contract is confidential and proprietary information belonging to the City.
- 6.4.3 The CMAR shall not divulge data to any third party without prior written consent of the City. The CMAR shall not use the data for any purposes except to perform the services required under this Contract. These prohibitions shall not apply to the following data:
- 6.4.3.1 Data which was known to the CMAR prior to its performance under this Contract unless such data was acquired in connection with work performed for the City;
- 6.4.3.2 Data which was acquired by the CMAR in its performance under this Contract and which was disclosed to the CMAR by a third party, who to the best of the CMAR's knowledge and belief, had the legal right to make such disclosure and the CMAR is not otherwise required to hold such data in confidence; or
- 6.4.3.3 Data which is required to be disclosed by the CMAR by virtue of law, regulation, or court.
- 6.4.4 In the event the CMAR is required or requested to disclose data to a third party, or any other information to which the CMAR became privy as a result of any other contract with the City, the CMAR shall first notify the City as set forth in this Article of the request or demand for the data. The CMAR shall timely give the City sufficient facts, such that the City can have a meaningful opportunity to either first give its consent or take such action that the City may deem appropriate to protect such data or other information from disclosure.
- 6.4.5 The CMAR, unless prohibited by law, within ten calendar days after completion of services for a third party on real or personal property owned or leased by the City, shall promptly deliver, as set forth in this section, a copy of all data to the City.

6.5 PROJECT STAFFING

- 6.5.1 Prior to the start of any work or Deliverable under this Contract, the CMAR shall submit to the City an organization chart for the CMAR staff and Subconsultants and detailed resumes of key personnel listed in its response to the City's Request for Qualifications or subsequent fee proposals (or revisions thereto), that will be involved in performing the services prescribed in the Contract. Unless otherwise informed, the City hereby acknowledges its acceptance of such personnel to perform such services under this Contract. In the event the CMAR desires to change such key personnel from performing such services under this Contract, the CMAR shall submit the qualifications of the proposed substituted personnel to the City for prior approval. Key personnel shall include, but are not limited to, principal-in-charge, project manager, superintendent, project director or those persons specifically identified to perform services of cost estimating, scheduling, value engineering, and procurement planning.
- 6.5.2 The CMAR shall maintain an adequate number of competent and qualified persons, as determined by the City, to ensure acceptable and timely completion of the scope of services described in this Contract throughout the period of those services. If the City objects, with reasonable cause, to any of the CMAR's staff, the CMAR shall take prompt corrective action acceptable to the City and, if required, remove such personnel from the Project and replace with new personnel acceptable to the City.

6.6 INDEPENDENT CONTRACTOR

- 6.6.1 The CMAR is and shall be an independent contractor and whatever measure of control the City exercises over the work or Deliverable pursuant to the Contract shall be as to the results of the work only. No provision in this Contract shall give or be construed to give the City the right to direct the CMAR as to the details of accomplishing the work or Deliverable. These results shall comply with all applicable laws and ordinances.

6.7 SUBCONSULTANTS

- 6.7.1 Prior to beginning the work or Deliverable, the CMAR shall furnish the City for approval, the names of all Subconsultants to be used on this Project. Subsequent changes are subject to the approval of the City.

6.8 TERMINATION

- 6.8.1 The CITY, at its sole discretion, may terminate this Contract for convenience or abandon any portion of the Project for which services have not been performed by the CMAR, upon fourteen (14) days written notice delivered to CMAR personally or by certified mail. This Contract may be terminated pursuant to ARS Sec. 38-511.
- 6.8.2 Immediately after receiving such notice, the CMAR shall discontinue advancing the services under this Contract and proceed to close said operations under this Contract. The CMAR shall appraise the services he/she has completed and submit an appraisal to the CITY for evaluation. The CITY shall have the right to inspect the CMAR's work to appraise the services completed.
- 6.8.3 CMAR shall deliver to the CITY all drawings, special provisions, field survey notes, reports, estimates and any and all other documents or work product generated by the CMAR under the contract, entirely or partially completed, together with all unused materials supplied by the CITY.
- 6.8.4 In the event of such termination or abandonment, the CMAR shall be paid for services performed prior to receipt of said notice of termination including reimbursable expenses then incurred. If the remuneration scheduled hereunder is based upon a fixed fee or definitely ascertainable sum, the portion of such sum payable shall be proportionate to the percentage of services completed by the CMAR based upon the scope of work set forth in Exhibit A, and shall be agreed upon mutually by the CMAR and the CITY. However, in no event shall the fee exceed that set forth in Article 4 of this agreement.
- 6.8.5 The CITY shall make final payment within sixty (60) days after the CMAR has delivered the last of the partially completed items and the final fee has been agreed upon.
- 6.8.6 In the event this agreement is terminated, the CITY shall have the option of completing the work, or entering into an agreement with another party for the completion of the work according to the provisions and agreements herein.

6.9 DISPUTES

- 6.9.1 A dispute escalation process will be utilized to resolve questions of fact during the course of this Contract in accordance with Maricopa Association of Governments Uniform Standard Specifications Section 110.3. The final determination shall be made by the CITY.

6.10 RECORDS/AUDIT

- 6.10.1 Records of the CMAR's direct personnel payroll, reimbursable expenses pertaining to this Project and records of accounts between the City and CMAR shall be kept on a generally recognized accounting basis. The City, its authorized representative, and/or the appropriate agency, reserve the right to audit the CMAR's records in compliance with local, state or Federal policies, statutes or at the City's discretion. Rates shall be as established in Exhibit A.
- 6.10.2 The CMAR shall include a provision similar to paragraph 6.11.1 in all of its agreements with Subconsultants, Subcontractors, and Suppliers, who have reimbursable GMP type contracts, providing services under this Contract to ensure the City, its authorized representative, and/or the appropriate agency, has access to the Subconsultants', Subcontractors', and Suppliers' records.

6.11 INDEMNIFICATION

- 6.11.1 To the fullest extent permitted by law, the CMAR shall indemnify, defend, and hold harmless the City of Kingman, its agents, its officers and employees, from liabilities, damages, losses and costs, including reasonable attorney fees and court costs relating to or arising out of this agreement, but only to the extent caused by the negligence, recklessness or intentional wrongful conduct of the CMAR or any such contractor, subcontractor or design professional or other persons employed or used by the CMAR or any such contractor, subcontractor or design professional in the performance of the contract or subcontract.
- 6.11.2 In any and all claims against the indemnified parties by any employee of the CMAR, any subcontractor, any supplier, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the defense and indemnification obligation in this article on INDEMNITY shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CMAR, or any subcontractor, or any supplier or other person under workmen's compensation acts, disability benefit acts, or other employee acts.
- 6.11.3 The CMAR shall also defend, indemnify and hold harmless the City of Kingman, the Design Professional, the Owner's representative, any jurisdiction or agency issuing permits for any work involved in the project, and their consultants, and each of their directors, officers, employees and agents from and against all losses, expenses, damages (including damages to the work itself), attorney's fees and other costs, including costs of defense, which any of them may incur with respect to the failure, neglect, or refusal of CMAR to faithfully perform the work and all of the work and all of the CMAR's obligations under the contract. Such costs, expenses, and damages shall include all costs, including attorney's fees, incurred by the indemnified parties in any lawsuit to which they are a party.
- 6.11.4 In case any claim, action, suit or proceeding is brought against the City of Kingman, Design Professional, or any indemnified party by reason of any act or condition requiring indemnification by the CMAR hereunder, the indemnified party(ies) receiving notice of said claim, action, suit or proceeding shall notify the CMAR promptly of the same, and the CMAR shall, at the CMAR's expense, compromise, resist or defend, as appropriate, such claim, action, suit or proceeding, or cause the same to be compromised, resisted or defended, by the insurer of the liability, by the CMAR, or by legal counsel retained by the insurer or CMAR. The indemnified party shall have the right to approve the legal counsel selected by the CMAR or the insurer of the liability, which approval shall not be unreasonably withheld.
- 6.11.5 The defense, indemnification, hold harmless provisions and City's Liability Insurance set forth herein shall survive any termination of this Agreement.
- 6.11.6 The CMAR shall have no obligation to indemnify or defend under this contract to the extent such claims, damages, losses and expenses are caused by the sole negligence of a party indemnified hereunder.

6.12 NOTICES

- 6.12.1 Unless otherwise provided herein, demands under this Contract shall be in writing and shall be deemed to have been duly given and received either (a) on the date of service if personally served on the party to whom notice is to be given, or (b) on the third day after the date of the postmark of deposit by first class United States mail, registered or certified, postage prepaid and properly addressed as follows:

To City:	Mr. Frank Marbury P.E., Asst. City Engineer 310 N. 4 th Street (mail) 220 N. 4 th Street (physical) Kingman, Arizona 86401
To CMAR:	Brian Short, Desert Construction CONTRATOR 4490 E. Highway 66 Kingman, AZ 86401

6.13 COMPLIANCE WITH LAWS

- 6.13.1 The CMAR understands and acknowledges the applicability to it of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. The following is only applicable to construction contracts: The Contractor must also comply with A.R.S. § 34-301, "Employment of Aliens on Public Works Prohibited", and A.R.S. § 34-302, as amended, "Residence Requirements for Employees".

Under the provisions of A.R.S. §41-4401, CMAR hereby warrants to the City that the CMAR and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A.R.S. §23-214(A) (hereinafter "Contractor Immigration Warranty").

A breach of the Contractor Immigration Warranty shall constitute a material breach of this Contract and shall subject the CMAR to penalties up to and including termination of this Contract at the sole discretion of the City.

The City retains the legal right to inspect the papers of any Contractor or Subcontractor's employee who works on this Contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty. The City may, at its sole discretion, conduct random verification of the employment records of the CMAR and any of subcontractors to ensure compliance with Contractor's Immigration Warranty. CMAR agrees to assist the City in regard to any such inspections. The CMAR and its subcontractors warrant to keep the papers and records open for random inspection during normal business hours by the City. The CMAR and its subcontractors shall cooperate with the City's random inspections including granting the City entry rights onto its property to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

Neither the CMAR nor any of Subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if the CMAR or Subcontractor establishes that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214, Subsection A.

- 6.13.2 The CMAR further agrees to insert the foregoing provisions in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials. Any violation of such provisions shall constitute a material breach of this Contract.

6.14 CONFLICT OF INTEREST

- 6.14.1 The CMAR agrees to disclose any financial or economic interest with the Project property, or any property affected by the Project, existing prior to the execution of this Contract. Further, the CMAR agrees to disclose any financial or economic interest with the Project property, or any property affected by the Project, if the CMAR gains such interest during the course of this Contract. If the CMAR gains financial or economic interest in the Project during the course of this Contract, this may be grounds for terminating this Contract. Any decision to terminate the Contract shall be at the sole discretion of the CITY.

The CMAR shall not engage the services on this Project of any present or former City employee who was involved as a decision maker in the selection or approval processes, or who negotiated and/or approved billings or contract modifications for this CMAR.

- 6.14.2 The CMAR agrees that it shall not perform services on this Project for any subcontractor, or any supplier.

6.15 CONTRACTOR'S LICENSE

- 6.15.1 Prior to award of the Contract, the CMAR shall provide to the City's Engineering Department, its Contractor's License Classification and number and its Federal Tax I.D. number.

6.16 SUCCESSORS AND ASSIGNS

- 6.16.1 This Contract shall not be assignable except at the written consent of the parties hereto and it shall extend to and be binding upon the heirs, executors, administrators, successors, and assigns of the parties hereto.

6.17 FORCE MAJEURE

- 6.17.1 If either party is delayed or prevented from the performance of any service, in whole or part, required under this Contract by reason of acts of God or other cause beyond the control and without fault of that party (financial inability excepted), performance of that act will be excused, but only for the period of the delay. The time for performance of the act will be extended for a period equivalent to the period of delay.

6.18 COVENANT AGAINST CONTINGENT FEES

- 6.18.1 The CMAR affirms that he has not employed or retained any company or person, other than a bona fide employee working for the CMAR to solicit or secure this Contract, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of the Contract. For breach or violation of this clause, the CITY may terminate this Contract without liability, or in its discretion may deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage brokerage fee, gift, or contingent fee.

6.19 NON-WAIVER PROVISION

- 6.19.1 The failure of either party to enforce any of the provisions of this Contract or to require performance by the other party of any of the provisions hereof shall not be construed to be a waiver of such provisions, nor shall it affect the validity of this Contract or any part thereof, or the right of either party to thereafter enforce each and every provision.

6.20 JURISDICTION

- 6.20.1 This Contract shall be deemed to be made under, and shall be construed in accordance with and governed by the laws of the State of Arizona, without regard to the conflicts or choice of law provisions thereof. An action to enforce any provision of this Contract or to obtain any remedy with respect hereto shall be brought in the Superior Court, Mohave County, Arizona, and for this purpose, each party hereby expressly and irrevocably consents to the jurisdiction and venue of such Court.

6.21 SURVIVAL

- 6.21.1 All warranties, representations and indemnifications by the CMAR shall survive the completion or termination of this Contract.

6.22 MODIFICATION

- 6.22.1 Additional services, which are outside the scope of basic services contained in this agreement, shall not be performed by the CMAR without prior written authorization from the CITY. Additional services, when authorized by an executed Contract or an Amendment to the Professional Services Contract shall be compensated for by a fee mutually agreed upon between the CITY and the CMAR.

6.23 SEVERABILITY

- 6.23.1 If any provision of this Contract or the application thereof to any person or circumstance will be invalid, illegal or unenforceable to any extent, the remainder of this Contract and the application thereof will not be affected and will be enforceable to the fullest extent permitted by law.

6.24 INTEGRATION

- 6.24.1 This Contract contains the full agreement of the parties hereto. Any prior or contemporaneous written or oral agreement between the parties regarding the subject matter hereof is merged and superseded hereby.

6.25 TIME IS OF THE ESSENCE

- 6.25.1 Time of each of the terms, covenants, and conditions of this Contract is hereby expressly made of the essence.

6.26 THIRD PARTY BENEFICIARY

- 6.26.1 This Contract shall not be construed to give any rights or benefits in the Contract to anyone other than the City and the CMAR. All duties and responsibilities undertaken pursuant to this Contract shall be for the sole and exclusive benefit of the City and the CMAR and not for the benefit of any other party.

6.27 COOPERATION AND FURTHER DOCUMENTATION

- 6.27.1 The CMAR agrees to provide the City such other duly executed documents as may be reasonably requested by the City to implement the intent of this Contract.

6.28 CONFLICT IN LANGUAGE

- 6.28.1 All work or Deliverables performed shall conform to all applicable City of Kingman codes, ordinances and requirements as outlined in this Contract. If there is a conflict in interpretation between provisions in this Contract and any Exhibits, the provisions in this Contract shall prevail.

6.29 CITY'S RIGHT OF CANCELLATION

- 6.29.1 All parties hereto acknowledge that this Contract is subject to cancellation by the City of Kingman pursuant to the provisions of Section 38-511, Arizona Revised Statutes.

ARTICLE 7 – INSURANCE

7.1 INSURANCE

Without limiting any of their obligations or liabilities, the CMAR, at his own expense, shall purchase and maintain the minimum insurance specified below with companies duly licensed or otherwise approved by the State of Arizona, Department of Insurance, and with forms reasonably satisfactory to the CITY. Each insurer shall have a current A.M. Best Company, Inc. rating of not less than A-. Use of alternative insurers requires prior approval from CITY. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this contract.

7.2 GENERAL CLAUSES

- 7.2.1 **Additional Insured.** The insurance coverage, except Workers' Compensation and Professional Liability, required by this contract, shall name the CITY, its agents, representatives, directors, officials, employees, and officers, and the Design Professional as additional insureds, and shall specify that insurance afforded the CMAR shall be primary insurance, and that any insurance coverage carried by the CITY or its employees shall be excess coverage, and not contributory coverage to that provided by the CMAR.
- 7.2.2 **Coverage Term.** All insurance required herein shall be maintained in full force and effect until Services required to be performed under the terms of the Contract are satisfactorily completed and formally accepted; failure to do so may constitute a material breach of this Contract, at the sole discretion of the CITY.

- 7.2.3 **Primary Coverage.** The CMAR's insurance shall be primary insurance as respects CITY and any insurance or self insurance maintained by CITY shall be excess of the CMAR's insurance and shall not contribute to it.
- 7.2.4 **Claim Reporting.** Any failure to comply with the claim reporting provisions of the policies or any breach of a policy warranty shall not affect coverage afforded under the policy to protect CITY.
- 7.2.5 **Waiver.** The policies, except Workers' Compensation and Professional Liability, shall contain a waiver of transfer rights of recovery (subrogation) against CITY, its agents, representatives, directors, officers, and employees for any claims arising out of the work of the CMAR.

7.3 DEDUCTIBLE/RETENTION

The policies may provide coverage, which contain deductibles or self-insureds retentions. Such deductible and/or self-insureds retentions shall not be applicable with respect to the coverage provided to CITY under such policies. The CMAR shall be solely responsible for deductible and/or self-insured retentions.

7.4 CERTIFICATES OF INSURANCE

Prior to commencing services under this Contract, CMAR shall furnish CITY with Certificates of Insurance, or formal endorsements as required by the Contract, issued by CMAR's insurer(s), as evidence that policies providing the required coverages, conditions, and limits required by this Contract are in full force and effect. Such certificates shall identify this Contract number and shall provide for not less than thirty (30) days per certificate, advance Notice of Cancellation, Termination, or Material Alteration. Such certificates shall be sent directly to:

City of Kingman
Engineering Department
310 N. 4th Street (mail)
220 N. 4th Street (physical)
Kingman, Arizona 86401

7.5 WORKERS' COMPENSATION

The CMAR shall carry Workers' Compensation insurance to cover obligations imposed by Federal and state statutes having jurisdiction of CMAR employees engaged in the performance of the Services; and Employer's Liability insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee, and \$500,000 disease policy limit.

In case services are subcontracted, the CMAR shall require the Subconsultant to provide Workers' Compensation and Employer's Liability to at least the same extent as provided by CMAR.

7.6 AUTOMOBILE LIABILITY

Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damages of not less than \$2,000,000, each occurrence regarding any owned, hired, and non-owned vehicles assigned to or used in performance of the CMAR services. Coverage shall be at least as broad as coverage Code 1 "any auto" (Insurance Service Office policy form CA 0001 1/87 or any replacements thereof).

7.7 COMMERCIAL GENERAL LIABILITY

Commercial General Liability insurance with unimpaired limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products and Completed Operations Aggregate and \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, property damage, personal injury,

products and blanket contractual covering, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage shall be at least as broad as Insurance Service Office policy form CG 0001 1-11-88 or any replacement thereof.

In the event the general liability insurance policy is written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the Services as evidenced by annual Certificates of Insurance.

Such policy shall contain a "severability of interests" provision (aka "Cross liability" and "separation of insured").

7.8 PROFESSIONAL LIABILITY

The CMAR retained by the CITY, to provide any engineering services required by the Contract shall maintain Professional Liability insurance covering errors and omissions arising out of the services performed by the CMAR or any person employed by him, with an unimpaired limit of not less than \$1,000,000 each claim and \$2,000,000 all claims. Any subconsultant to the CMAR providing engineering services shall be required to provide Professional Liability insurance in the same limits. Evidence of such insurance shall be provided to the Owner.

7.9 UMBRELLA/EXCESS LIABILITY

Umbrella/Excess Liability insurance with an unimpaired limit of not less than \$5,000,000 per occurrence combined limit Bodily Injury and Property Damage, that "follows form" and applies in excess of the Commercial General Liability, Automobile Liability, and Employer's Liability, as required above.

7.10 VALUABLE PAPERS

Valuable Papers insurance sufficient to assure the restoration of any documents, memoranda, reports, or other similar data relating to the services of the CMAR used in the completion of this contract. The limit of coverage for "valuable papers" will be \$25,000.

7.11 OWNER LIABILITY

The City of Kingman requires an owner's Liability policy to cover the City during construction, which policy shall remain in effect through the date of final acceptance. This policy shall be provided at the time of the construction contract. (Not applicable to the design phase.)

IN WITNESS WHEREOF, we have set our hands and seal the day, month and year first above written.

CONSTRUCTION MANAGER AT RISK

Bruce Lint
OWNER OR PRESIDENT

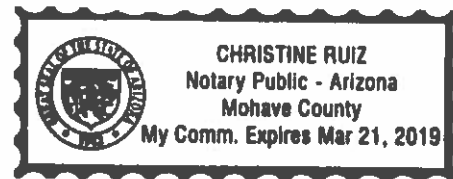
State of Arizona)
)ss.
County of Mohave)

Subscribed and Sworn to
Before Me This 8th day of
April, 2016.

Christine Ruiz
Notary Public

My Commission Expires: 3.21.19

CITY OF KINGMAN, ARIZONA



RICHARD ANDERSON, MAYOR

Attest:

SYDNEY MUHLE, CITY CLERK

CMAR CERTIFICATE OF INSURANCE

INSURANCE REQUIREMENTS

CITY OF KINGMAN, ARIZONA PROJECT NO. ENG16-0003

1.1 Insurance: The CMAR shall obtain, pay for and maintain, or cause to be obtained, paid for and maintained, the insurance coverage listed below during the duration of this contract without reimbursement obligation on the part of the City. Carriers must be duly licensed to business in the State of Arizona, possessing a current A.M. Best, Inc. rating of A- or better. In the event any insurance policy(ies) required herein is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of project.

1.2 Minimum Limits of Coverage:

Type of Insurance	Liability Limits
	MINIMUM COVERAGE
1. Worker's Compensation	Statutory
2. Employer's Liability*	\$1,000,000 each occ \$500,000 disease policy limit \$100,000 each employee
3. Commercial Automobile Liability*	\$1,000,000 CSL each occurrence
4. Commercial General Liability including Contractual and Product/Completed Operations*	\$1,000,000 ea occurrence/ \$2,000,000 General Aggregate
5. Pollution Liability*	\$1,000,000 ea occurrence \$2,000,000 General Aggregate
6. Excess Liability*	\$5,000,000
7. Builder's Risk*	No less than the full replacement value of the project

*2 Employer's liability shall contain a waiver of subrogation against the City.

*3. Commercial auto liability includes auto hazards for the owned, non-owned and hired, leased rented, borrowed or otherwise, assigned to or used in connection with the construction of the project.

*4. Commercial general liability shall be written on an occurrence basis and covering liabilities arising out of construction of the project herein. Policy shall not exclude explosion, collapse, underground (XCU) hazards, nor the products and completed operations hazards, or inadvertent construction defects, and shall include broad form property damage. Contingent liability for independent contractors coverage must be included. Products and completed operations liability coverage shall be maintained throughout the contract and shall extend for a period of not less than five years following acceptance of the project. Contractual liability applies to the hold-harmless provisions of the contract between the named insured and the City of Kingman, for the project described above, as well as any liability assumed in contractors

agreements the insured makes in connection with insured operations. If the policy has an aggregate limit, that limit shall not be less than \$2,000,000.

- *5. Pollution liability insurance written on an occurrence form basis. If policy is written on a claims made basis, CMAR shall continue such coverage, either through policy renewals or the purchase of an extended discovery period for three years from the project acceptance date. The retroactive date or "prior acts inclusion date" of any such "claims made" policy must be not later than the date of the commencement of any construction.
- *6. Amount sufficient to cover difference in limits when compared to minimum coverage required so long as the excess coverage is written on a "follow form" or umbrella basis.
- *7. When the project includes construction of a new, or modification of an existing structure for the City, a course of construction policy covering all perils usual to "all-risk" coverage, including, but not limited to fire extended coverage, vandalism and malicious mischief, theft, collapse, earth movement, earthquake, windstorm, water damage and flood, in the amount of no less than the full replacement value of the project shall be provided. Such policy shall include coverage for materials stored off site and in transit and shall specifically cover loss or damage arising as a consequence of faulty workmanship or materials or design error. The CMAR is to be named as Loss Payee and shall act as fiduciary/trustee for the distribution of claim payments for the benefit of and to the extent that any party has an insurable interest under the policy. Parties having an interest shall include any named insured and additional insured under the policy.

1.3 Additional Insured: **Except** for workmen's compensation, professional liability and employer liability insurance, the City of Kingman and the Design Professional are added as an additional insured by endorsement for all work done by the named insured. It is agreed that any insurance maintained by the City of Kingman will only apply in excess of the coverages and limits described above.

1.4 Insurance Certificates: Certificates of Insurance and endorsements meeting requirements herein shall be received prior to commencement of performance under this contract. If a policy does expire during the life of the project, a renewal certificate of the required coverage will be sent to the City of Kingman not less than five (5) days prior to the expiration date. If a policy is to be cancelled, changed or not renewed, a proper notice of such action will be sent to the City not less than thirty (30) days prior to any such action by the insurance company.

Certificate of Insurance, Endorsements, and Notice(s) shall be sent to:

City of Kingman
Engineering Department
310 N. 4th Street (mail)
220 N. 4th Street (physical)
Kingman, Arizona 86401

EXHIBIT A

DESIGN PHASE GMP PROPOSAL

(WITH ATTACHMENTS)



Desert Construction, Inc.

LIC. NO. 073609 GEN. A

Serving Kingman Since 1965

**City of Kingman
Stockton Hill Road Rehabilitation
and Pavement Replacement
From Detroit Avenue to Airway Avenue**

*Construction Manager at Risk
Design Services
Contract No. Eng 16-0003*

Design Build Phase:

*Design Build Project Team, consisting of Brian Short, Bobby McFadyen and Devin Zumwalt
95 hours @ \$100.00 per hour*

\$ 9,500.00

*Administration, consisting of Christy Ruiz
5 hours @ \$45.00 per hour*

\$ 225.00

GMP (Guaranteed Maximum Price)

\$ 9,725.00



CITY OF KINGMAN COMMUNICATION TO COUNCIL

TO: Honorable Mayor and Common Council

FROM: Public Works

MEETING DATE: April 19, 2016

AGENDA SUBJECT: Consideration of Resolution 5004: approving TIGER grant applications

SUMMARY:

Staff has prepared applications for this years round of TIGER Grants. If the City desires to submit applications for funding of the Kingman Crossing Traffic Interchange and Rancho Santa Fe Parkway Traffic Interchange projects through the FY 2016 TIGER Discretionary Grant program, Council will need to authorize the Mayor to sign any and all documents and certifications necessary to submit these applications, including the Federal Wage Certification stating that the City of Kingman will comply with the requirements of subchapter IV of chapter 31 of title 40, United States Code (Federal wage rate requirements), as required by the FY 2016 Consolidated and further Continuing Appropriations Act. Applications are to be submitted by 5:00 p.m. EDT on April 29th , 2016.

FISCAL IMPACT:

None

STAFF RECOMMENDATION:

Staff recommends adoption of Resolution No. 5004

ATTACHMENTS:

Description
Resolution 5004
Draft Of Narrative

REVIEWERS:

Department	Reviewer	Action	Date
Public Works	Owen, Rob	Approved	4/11/2016 - 11:58 AM
City Attorney	Hocking, Lee	Approved	4/11/2016 - 7:41 PM
City Manager	Dougherty, John	Approved	4/11/2016 - 7:27 PM

When recorded mail to:
City Clerk
CITY OF KINGMAN
310 N. 4th Street
Kingman, AZ 86401

RESOLUTION 5004

A RESOLUTION BY THE MAYOR AND COMMON COUNCIL OF THE CITY OF KINGMAN, ARIZONA AUTHORIZING SUBMITTAL OF APPLICATIONS FOR THE FUNDING UNDER THE U.S. DEPARTMENT OF TRANSPORTATION'S NATIONAL INFRASTRUCTURE INVESTMENTS UNDER THE CONSOLIDATED AND FURTHER CONTINUING APPROPRIATIONS ACT, 2016, COMMONLY REFERRED TO AS THE "FY 2016 TIGER" DISCRETIONARY GRANT PROGRAM

WHEREAS, President Barack Obama signed the Consolidated and Further Continuing Appropriations Act, 2016(Public Law 113-235, December 18th, 2015) ("FY2016 Appropriations Act"); and

WHEREAS, The FY 2016 Appropriations Act appropriated \$500 million to be awarded by the U.S. Department of Transportation ("DOT") for National Infrastructure Investments; and

WHEREAS, This appropriation is similar, but not identical to the appropriation for the Transportation Investment Generating Economic Recovery, or "TIGER Discretionary Grant", program authorized and implemented pursuant to the American Recovery and Reinvestment Act of 2009 (the "Recovery Act"); and

WHEREAS, Because of the similarity in program structure, DOT will continue to refer to the grants for National Infrastructure Investments under the FY 2016 Appropriations Act as "TIGER Discretionary Grants"; and

WHEREAS, As with the previous TIGER programs, funds for the FY2016 Tiger program are to be awarded on a competitive basis for projects that will have a significant impact on the Nation, a metropolitan area or a region; and

WHEREAS, The City of Kingman submitted applications for funding for the capital improvement projects of the Kingman Crossing Traffic Interchange and Rancho Santa Fe Parkway Traffic Interchange through the TIGER, TIGER II, TIGER III TIGER IV, TIGER V, VI, and VII Programs and none of these projects were funded; and

WHEREAS, The City of Kingman desires to submit applications for the funding of the capital improvement projects of the Kingman Crossing Traffic Interchange and Rancho

Santa Fe Parkway Traffic Interchange through the FY2016 TIGER Discretionary Grant Program; and

NOW THEREFORE, BE IT RESOLVED that the Mayor and Common Council of the City of Kingman, Arizona, find that the Kingman Crossing Traffic Interchange and Rancho Santa Fe Parkway Traffic Interchange Projects fully meet all the FY2016 TIGER Discretionary Grant Program long-term outcomes and selection criteria and would stimulate a rapid increase in the economic activity of the Kingman region;

AND FURTHERMORE AUTHORIZES the Mayor to sign any and all documents and certifications necessary to submit this application, including the Federal Wage Rate Certification stating that the City of Kingman will comply with the requirements of subchapter IV of chapter 31 of title 40, United States Code (Federal wage rate requirements), as required by the FY 2016 Appropriations Act;

PASSED AND ADOPTED by the Mayor and Common Council of the City of Kingman, Arizona, on this 19th day of April, 2016.

ATTEST:

APPROVED:

Sydney Muhle, City Clerk

Richard Anderson, Mayor

APPROVED AS TO FORM:

Carl Cooper, City Attorney



City of Kingman

"The Heart of Historic Route 66"



FY2016 TIGER

Discretionary Grant Application

Proposed Highway Project

Rancho Santa Fe Parkway

Traffic Interchange



Submitted to:

U.S. Department of Transportation
TIGER Discretionary Grants Program Manager

By:

City of Kingman, Arizona



FY2016 TIGER Discretionary Grant

Rancho Santa Fe Parkway and I-40 Traffic Interchange Project Application

The City of Kingman, Mohave County, Arizona

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Project Name

Rancho Santa Fe Parkway and I-40 Traffic Interchange

Contact Information

Burley Hambrick, Project Manager
City of Kingman Public Works
310 N. 4th Street
Kingman, AZ 86401
Phone: (928) 692-3117
Fax: (928) 757-8340
E-mail: bhambrick@cityofkingman.gov

I. Project Description

Proposed Project

This proposal is for a highway project, eligible under Title 23, United States Code.

Project Location

This project is located in Arizona's Second Congressional District, in the City of Kingman, Central Mohave County.

Urban or Rural Designation

The project is within the incorporated limits of a rural area, with a 2010 population of 28,068 according to the [US Census Bureau](#).

Proposal Request

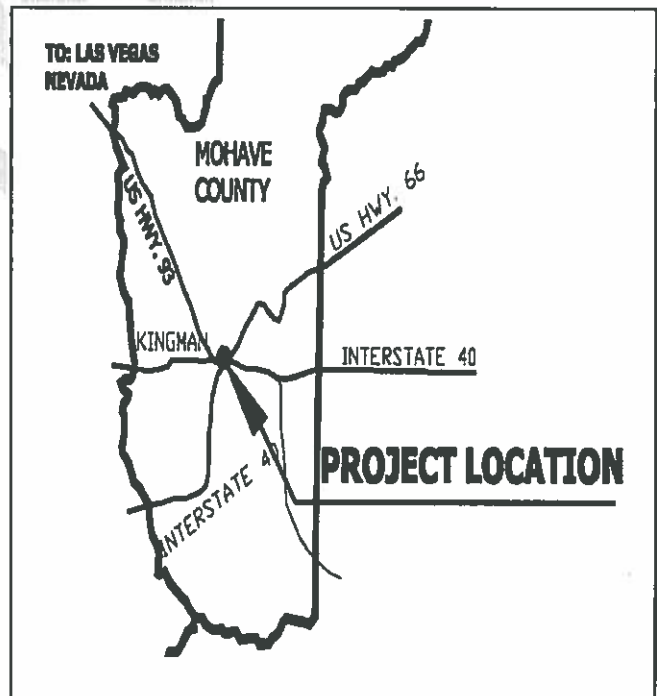
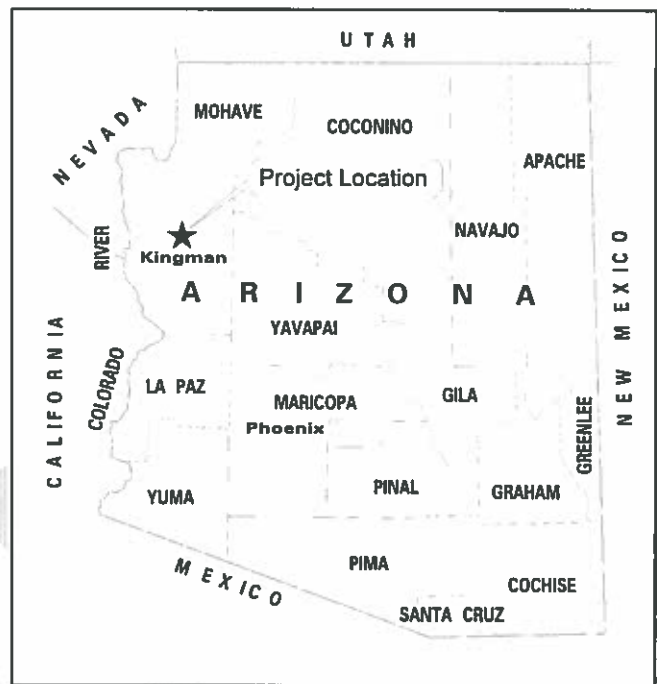
The City of Kingman is seeking grant funds in the amount of \$37,871,418.

City of Kingman DUNS Number

The City of Kingman DUNS number is 803400980.

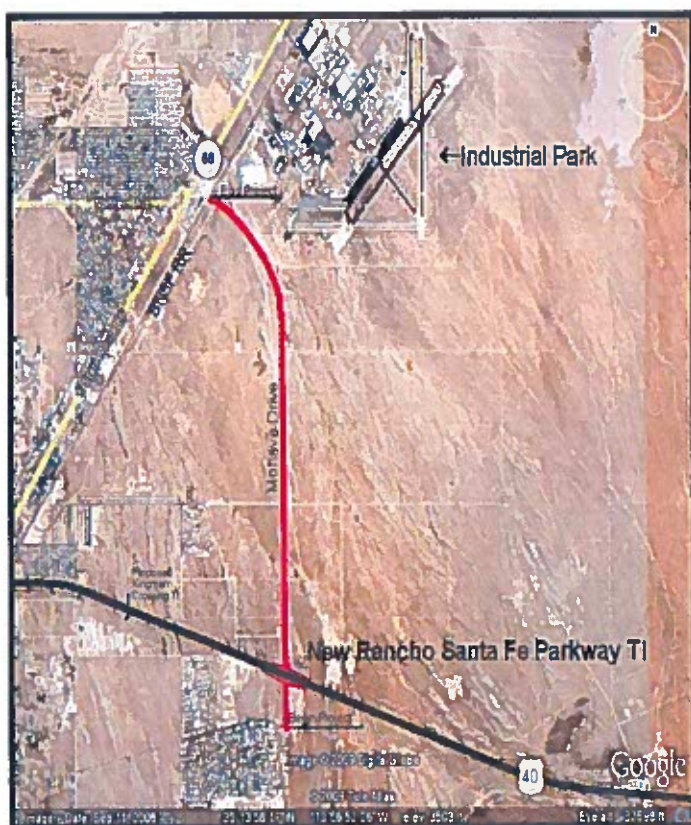
System For Award Management (SAM)

Current active status in SAM



Introduction

The Rancho Santa Fe Parkway Traffic Interchange project (formerly known as Rattlesnake Wash Traffic Interchange project), will construct a new traffic interchange (TI) on Interstate 40 (I-40) at Milepost (MP) 56.6, approximately 3 miles East of the existing I-40/State Route (SR) 66 (East Kingman) TI. The project also includes the construction of a new arterial street along the proposed Mohave Drive (now known as Rancho Santa Fe Parkway) alignment between Louise Avenue on the south and Industrial Boulevard near the Kingman Airport on the north. A total of approximately 3.7 miles of new roadway will be constructed. The project limits are shown in red on the map below.



NOTE: Mohave Drive is now known as Rancho Santa Fe Parkway

Interchange

Compact, diamond interchange.

Overpass Structures

Two, single-span, cast-in-place and post-tensioned concrete box girder superstructures with a total span length of 186 feet.

Ramps

Standard one-lane parallel type entrance and exit ramps. The parallel portion of the west side entrance and exit ramps will be elongated and extended to the west to lay the groundwork for the auxiliary lanes between the Rancho Santa Fe Parkway TI and the proposed Kingman Crossing TI.

Rancho Santa Fe Parkway & I-40 Grades

Rancho Santa Fe Parkway (Formerly Mohave Drive) crossroad will be depressed under I-40 with I-40 remaining at grade.

Traffic Signals and Street Lighting

Traffic signals will be provided at the two TI ramp intersections. Street lighting will be provided along Rancho Santa Fe Parkway and at the ramp freeway entrance and exit locations.

Progress

The [Design Concept Report \(DCR\)](#), Change of Access Report, and Environmental Document have all been approved and signed. Final design is currently on hold and at the 95% plan stage.

Benefits/Need

There are over thirty-two million consumers within a 350 mile radius of Kingman, making this a prime location for all intermodal connections Interstate, Railroad, and Air.

Kingman is the only incorporated city along the Intermountain West corridor between Wickenburg, Arizona, 129 miles to the southeast of Kingman, and Boulder City, Nevada, which is 75 miles to the northwest of Kingman. This traffic interchange and related commercial development would meet the community's and traveling public's need for hospitality, dining and retail services. Kingman is approximately three and one-half hours driving time from the Phoenix metropolitan area and two hours from the Las Vegas metropolitan area.



Kingman serves as a regional hub for transportation, commerce and government administration. There is significant industrial and residential development growth potential on Kingman's east side. However, the area is physically separated from the rest of the city by both I-40 and the Burlington Northern Santa Fe (BNSF) railroad, with three existing grade separated crossings.

The Rancho Santa Fe Parkway traffic interchange and connecting roadway would meet the need for a more direct link from the I-11 Intermountain West corridor to the Kingman Airport

Industrial Park, three miles north of I-40. This link will allow the more efficient delivery of goods to and from the industrial park. The industrial park provides for intermodal connections with the BNSF Railway, one of the busiest freight rail corridors in the nation.

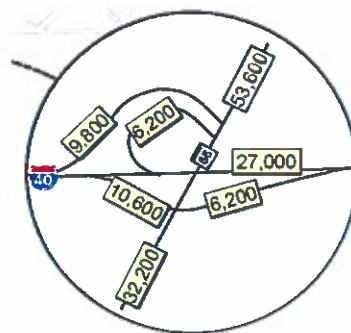
The provision of a new I-40 grade-separated crossing by the project would also meet the need for improved public safety response times both north and south of the highway. This improved access would allow for the more efficient distribution of public safety resources and personnel, eliminating the burden of duplicating facilities to serve each side of I-40. The interchange itself would allow the use of I-40 for any additional units responding from other areas of the city, reducing response times.



This project would also meet the need of helping to preserve Historic State Route 66.

Currently truck traffic traveling to the Kingman Airport Industrial Park must exit at the East Kingman TI and travel on SR 66. ADOT completed a milling and resurfacing project in 2012 at a cost of \$4,743,000.

Under a “no-build” scenario for both Rancho Santa Fe Parkway and Kingman Crossing TI’s, traffic on SR 66 at the East Kingman TI is projected at 53,600 Average Daily Trips (ADT) for year 2030. Other projections for 2030 on SR 66 show 58,900 at Gordon Drive, and 81,800 at the Kingman Airport Industrial Park entrance. All of these SR 66 projections far exceed the projected 2030 traffic of 39,400 on I-40. Traffic projections for Airway Avenue in 2030 of 78,200 also greatly exceed the 2030 I-40 projection under this scenario.



In conjunction with the proposed Grace Neal Parkway project and Hualapai Mountain Road, this project would form a loop road around the Kingman area, addressing a regional need to improve community-wide access through the barriers that divide our community. This project would provide a new grade separated crossing of I-40 and the overall loop road would also utilize two existing grade-separated crossings of the BNSF railroad.

The City of Kingman is also, an important regional transportation center for the southwestern United States. It is the crossroads of Interstate - 40, US Highway 93, State Route 66, and the Burlington, Northern & Santa Fe (BNSF) Southwest Main Track. The Rancho Santa Fe Parkway Project lies in the proposed (I -11) alignment. I -11 is intended to be a new high-capacity, multimodal transportation facility connecting the metropolitan areas of Las Vegas and Phoenix. When extended north of Las Vegas and south of Phoenix, this facility has the potential to become a major north-south transcontinental corridor through the Intermountain West. The Corridor is proposed to include an upgraded highway facility, but could be paired with rail and other major infrastructure components—such as energy and telecommunications—to serve the nation’s needs from Mexico to Canada

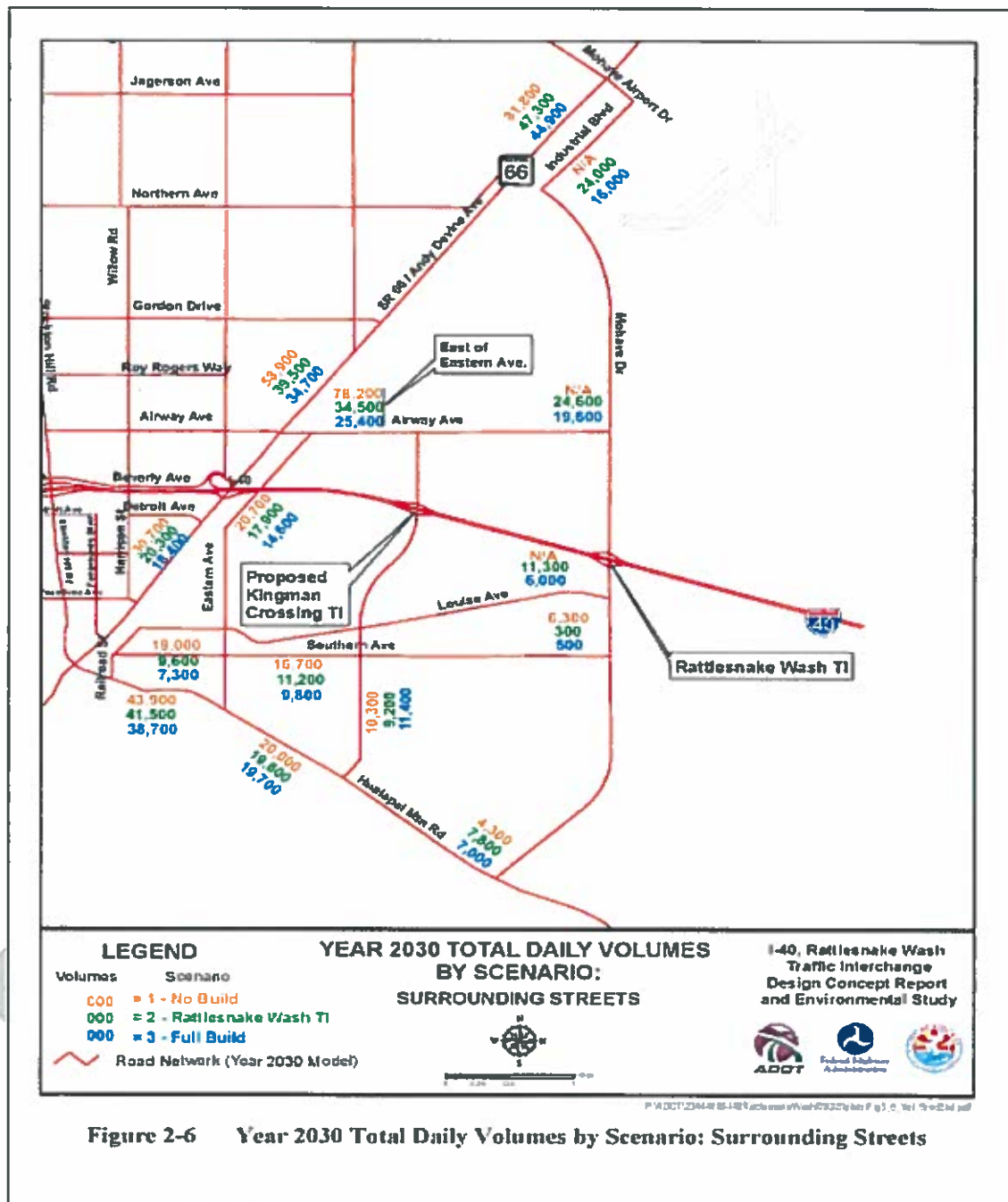


The Southwest triangle is on a trajectory to be the strongest economic American region with linkages to the world’s fastest emerging economies in both Asia and Latin America. For the last half century, Southern California has built America’s most significant connections to Asia, displacing San Francisco as the nation’s leading region for this trade. Southern California is now linked to Asia, Las Vegas and the Sun Corridor are actively engaged in establishing new trade with Latin America. The key issue now is to determine what infrastructure improvements would facilitate greater economic integration of this megaregion. This region has the weakest ground-based transportation connectivity of any U.S. megapolitan cluster. The Southwest triangle, especially Phoenix and Las Vegas, has an underdeveloped Interstate network that does not meet current demand- which is expected to double between these cities by 2040 (Nelson and Lang 2011). Las Vegas and Phoenix are the only two cities in the nation with populations of more than one million people that are not currently linked by an interstate.

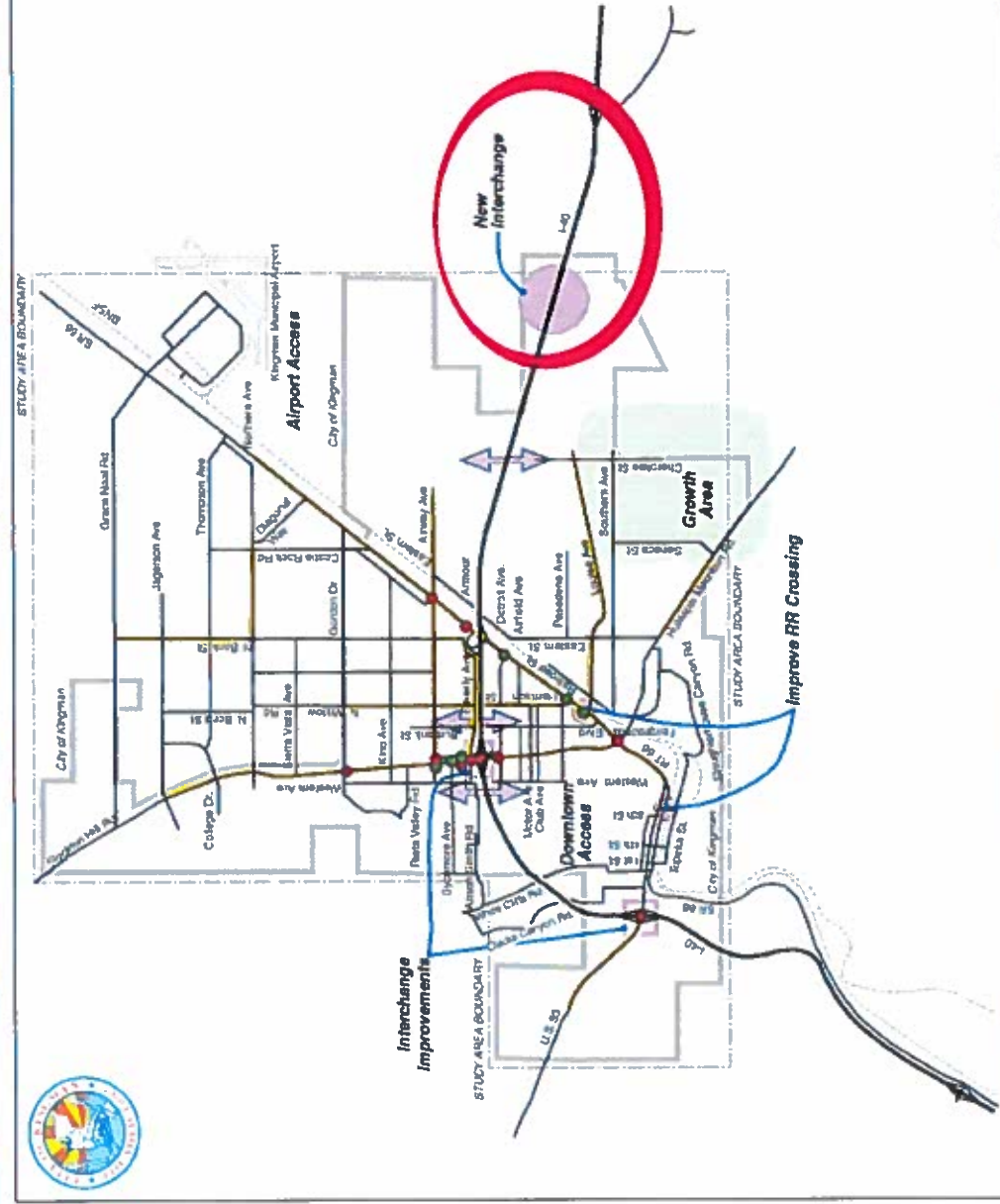
Congress has determined Interstate 11, together, with I-40 and US 93 are considered, a High Priority Corridor. Congress also, recognized the importance of the section of the Corridor between Phoenix and Las Vegas and designated it as future I-11 in the recent transportation authorization bill, Moving Ahead for Progress in the 21st Century Act (MAP-21). In the summer of 2014, the Arizona and Nevada Departments of Transportation completed the two-year Interstate 11 (I-11) and [Intermountain West Corridor Study](#). The study included detailed corridor planning of a possible interstate link between Phoenix and Las Vegas, and high-level visioning for extending the corridor south to Mexico and potentially north to Canada. The Boulder City bypass section of this corridor is currently under construction, and others will be enhanced in coming years.

The concept of an access controlled, high-capacity transportation facility connecting Phoenix and Las Vegas (with connections further north and south) has been around for decades, initiating

with the CANAMEX corridor discussions in 1991. An approach for comprehensive corridor implementation was furthered by the Maricopa Association of Governments as a bypass route around the western and southern edges of metropolitan Phoenix, and further conceptualized through statewide planning efforts by ADOT to extend outside the state of Arizona. Nevada has been an equal partner with Arizona since the early 1990s, planning for a regional corridor with improved access between Las Vegas and Phoenix and a potential northern extension to Reno – creating a better connected Intermountain West with greater economic opportunities. Both states have already implemented various planning, design and construction projects for potential corridor components, with the most notable being the completion of the Hoover Dam Bypass and Mike O’Callaghan – Pat Tillman Memorial Bridge. The Boulder City Nevada By-Pass (Phase I) is currently under development. Also, in partnership with the Federal Highway Administration and regional planning agencies, the Arizona Department of Transportation has launched a three-year environmental study to select an I-11 corridor alternative between Nogales and Wickenburg.

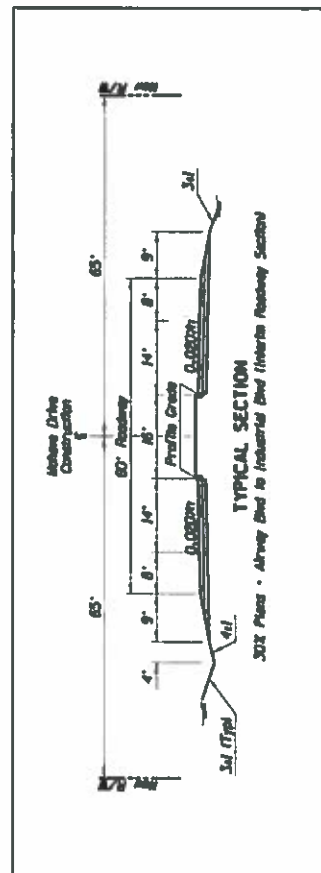
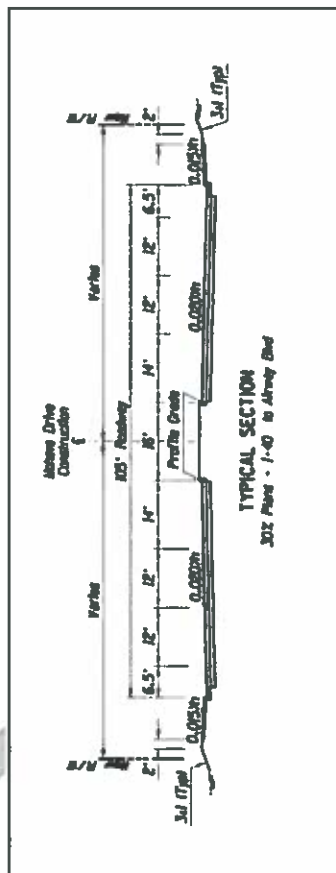


NOTE: Mohave Dr. is now known as Rancho Santa Fe Parkway. Rattlesnake Wash Traffic Interchange (TI) is now known as Rancho Santa Fe Parkway TI.



Issues Areas

Segment	Lanes	Concrete Median	Gurb, Gutter, Sidewalk	Blke Lane	Paved Shoulder
Louise Avenue to south ramps	2 through lanes in each direction	✓	✓	✓	
South ramps to north ramps	2 through lanes and 2 left-turn lanes southbound 3 through lanes with 1 left-turn lane northbound	✓	✓	✓	
North ramps to Airway Avenue	3 through lanes in each direction	✓	✓	✓	
Airway Avenue to Industrial Boulevard	1 lane in each direction	✓			✓



II. Project Parties

PARTY	ROLE
City of Kingman	Grant Recipient, Project Manager
Arizona Department of Transportation	Design Review and Approval, DCR and Design Funding Agency
Federal Highway Administration	Design Review and Interstate Access Approval
Federal Aviation Administration	Airport Access Approval
Western Arizona Council of Governments	Regional Planning Agency, Transportation Improvement Planning and Programming
Mohave County	Design Review
Kingman Airport Authority	Design Review, FAA Coordination
Area Property Owners	Design Review, Property Access Coordination

III. Grant Funds and Sources/Uses of Project Funds

Total Project Costs

The estimated total construction cost for this project is \$37,871,418 [ADOT Cost Estimate](#) Final design is underway at a contract amount of \$1,717,444.

Grant Funding Request

The City of Kingman is requesting \$37,871,418.

Project Funding Sources and Uses

TIGER Discretionary Grant funds would be used for all construction costs. ADOT has funded project scoping work at \$598,533 and final design at \$1,717,444. The City of Kingman is responsible for all right-of-way acquisition.

IV. Selection Criteria

The Rancho Santa Fe Parkway TI will generate many public benefits including a reduction in automobile crashes, travel time savings, fuel use savings, and air pollution reductions. Multi-modal traveler mobility and access will be expanded with improved bicycle and pedestrian facilities, and bus service expansion. Public safety response times will be reduced. Improved access will spur the development of large areas of industrial, commercial, and residential land, generating significant long and near term employment opportunities in our economically distressed area. This project will also prolong the life and help preserve the existing transportation system by relieving congestion. These project benefits and others are thoroughly elaborated upon in the following sections.

i. Safety

Construction of the Rancho Santa Fe Parkway TI and Rancho Santa Fe Parkway reduces the number of crashes resulting in property damage by .79 yearly, and 12.06 over a twenty year period. Injury crashes are reduced by .36 yearly and 5.5 over twenty years. Fatalities from crashes would be reduced .008 yearly, and .123 over a twenty year period. (CBA)

In conjunction with the proposed Grace Neal Parkway project and Hualapai Mountain Road, this project would form a loop road around the Kingman area, addressing a regional need to improve community-wide access through the barriers that divide our community. This project would provide a new grade separated crossing of I-40 and the overall loop road would also utilize two existing grade-separated crossings of the BNSF railroad.

ii. State of Good Repair

Construction of this project would improve and prolong the life of existing transportation facilities by relieving congestion at the East Kingman traffic interchange and State Route 66 which currently provide the lone access from I-40 to the Kingman Airport Industrial Park. Airway Avenue with its grade-separated crossing of the BNSF railroad would also see reduced congestion due to this project. By providing a direct link from I-40 to the Kingman Airport Industrial Park, this project will reduce overuse of these existing routes and minimize their life cycle maintenance and reconstructions costs. Without this project, the congestion on these other routes, as well as, the resultant roadway deterioration and high costs of maintenance activities would impede linkages between the CANAMEX Corridor (specifically the proposed Interstate 11 project), the industrial park, commercial developments, and residential areas, threatening future economic growth. Life-cycle cost reductions on the existing transportation infrastructure will be measured by lane mile maintenance cost reductions.

This project is consistent with state and local efforts to maintain transportation systems. The Arizona Department of Transportation will maintain all improvements including the traffic interchange, within the state right-of-way. The City of Kingman will be responsible for all maintenance of Rancho Santa Fe Parkway outside of the state right-of-way. Both parties have been extensively involved in the development of the Design Concept Report and final design process for this project, and have emphasized low maintenance design features, specifically drainage improvements that will minimize the impact of storm water runoff to the interstate, ramps, Rancho Santa Fe Parkway, and other area streets.

ADOT receives state allocated funds for roadway maintenance. The City of Kingman receives Highway User Revenue Funds (HURF) for transportation facility maintenance. The City of Kingman also utilizes sales tax revenue for street maintenance. Increased sales tax revenue generated by commercial development associated with this project will contribute to funding for the long term operation and maintenance costs of the capital improvements proposed in this project.

The measurement of performance of the project will be in the following terms: (1) the reduction of projected traffic volumes on the East Kingman traffic interchange, State Route 66, and Airway Avenue, from the “No Build” options in comparison to the traffic volumes projected after construction of the Rancho Santa Fe Parkway traffic interchange; (2) the reduction of public safety response time north and south of I-40 on the east side of the city; (3) the increased industrial development at the Kingman Airport Industrial Park resulting from improved access; and (4) the increased sales tax volume generated by the commercial development permitted as a result of the Rancho Santa Fe Parkway traffic interchange being constructed. This project will open great economic opportunity and spur residential growth along with the commercial and industrial development in the area.

iii. Economic Competitiveness

Kingman is within an economically distressed area, with a December 2015 unemployment rate of 7.8 percent. The Lake Havasu-Kingman Metropolitan Statistical Area had a January 2016 unemployment rate of 7.3 percent. This unemployment rate is higher than the State of Arizona (5.6 percent in January 2016) and the national unemployment rate of 4.9 percent (workforce.az.gov). The new jobs created at the Kingman Airport Industrial Park and Rancho Santa Fe Parkway area will be diverse and provide greater opportunities for people in manufacturing, distribution, service industries, retail, and hospitality industries.

The City of Kingman is an important regional transportation center for the southwestern United States. It is the crossroads of Interstate-40, US Highway 93, State Route 66, and the Burlington, Northern & Santa Fe (BNSF) Southwest Main Track. Together, I-40 and US 93 are designated as part of the CANAMEX Trade Corridor, a High Priority Corridor, as defined by Congress in the 1995 National Highway Systems Designation Act (Public Law 104-59, November 28, 1995), and the proposed Interstate 11 project. ([Intermountain West Corridor Study](#)) The Rancho Santa Fe Parkway traffic interchange and connecting roadway provide a direct link from the Intermountain West corridor to the Kingman Airport Industrial Park, three miles north of I-40. This link will allow the more efficient delivery of goods to and from the industrial park. The industrial park provides for intermodal connections with the BNSF Railway, one of the busiest freight rail corridors in the nation.

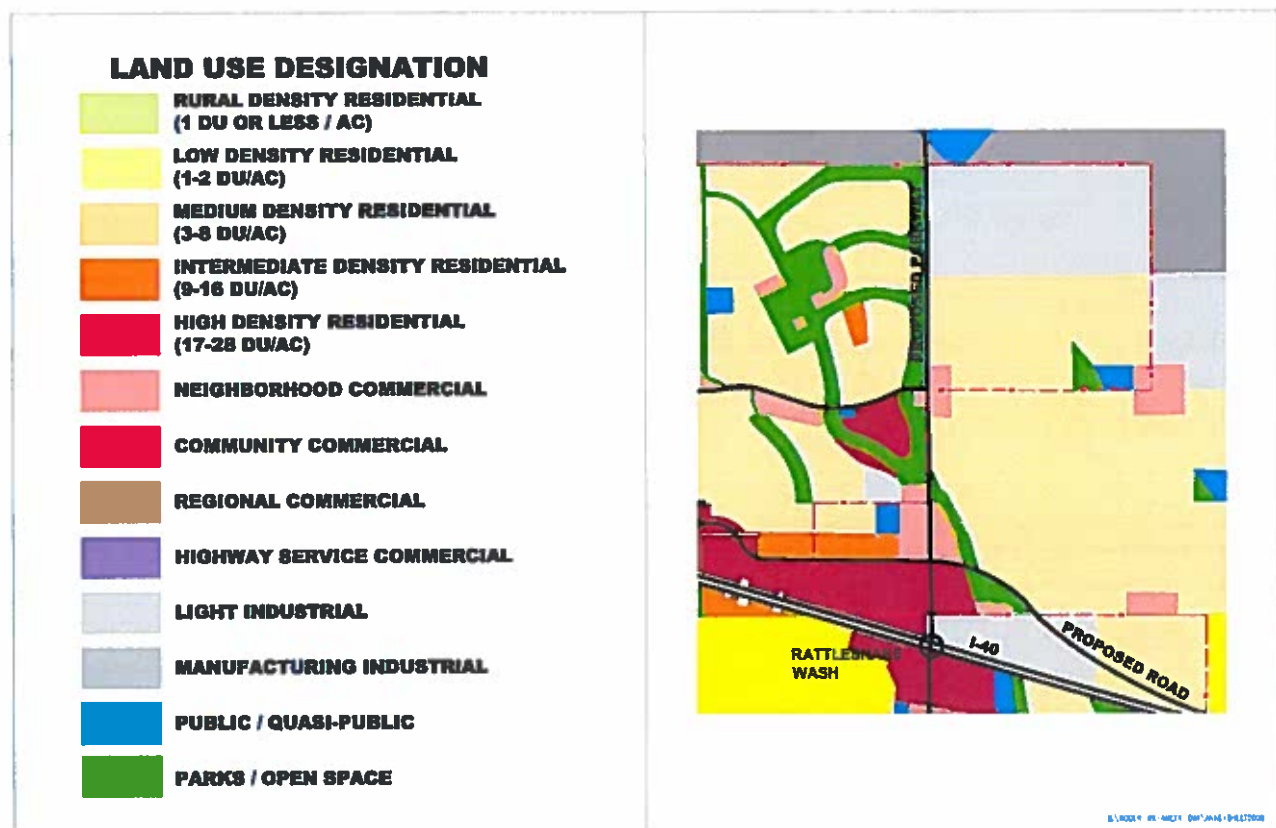
Originally a World War II Army Air Corp training facility, the Kingman Airport and Industrial Park is approximately 4,000 acres in size. It is situated along historic Route 66, five miles from Interstate 40 and Highway 93. The main line of the Burlington Northern & Santa Fe Railroad is adjacent to the facility with rail switching operations within the park five days a week. The airport is rated for DC-9 and 737-type aircraft with a 6,830-foot by150-foot main runway. Commuter air service to Phoenix is offered daily.



The Kingman Airport Industrial Park has more than 70 corporate tenants occupying over 4,500,000 square feet of industrial buildings, employing approximately 2,000 people. Seventy-

two percent of employees at the industrial park work in the manufacturing sector, with the remaining workers in the distribution and services sectors. Entry-level pay rates ranges from \$ 8.00 to \$13.00 an hour, and climb to \$13.00 to \$20.00 an hour after one year of employment.

Approximately 1,400 acres remain undeveloped at the industrial park. This area is designated for industrial development on the [Kingman General Plan 2020](#), and is currently zoned for industrial use. Based upon current site development and employment patterns at the park, up to 5,000,000 square feet of additional industrial development is anticipated on this acreage, generating another 2,500 jobs.



There are another 625 acres of land designated for industrial development at the Rancho Santa Fe Parkway traffic interchange area on I-40. Using current industrial park site development and employment patterns as a guide, this additional industrial acreage would generate 2,500,000 square feet of industrial development and 1,375 new jobs upon build out.

240 acres of commercially designated land is also located at this traffic interchange location. Subtracting 25% of this land area for needed infrastructure improvements, and assuming building area lot coverage of 21%, 1,646,568 square feet of commercial building floor area would be developed on this property. Using employment projections for similar interstate

frontage commercial development, over 7,000 jobs would be generated by this commercial development.

Jobs created as a result of this project will be for all skill level workers. There will be a great diversity of jobs from multiple private employers ranging from manufacturing, distribution, service industries, retail, and hospitality services. Many unemployed and underemployed members of our economically distressed community will find work as a result of this project.

In addition to industrial and commercial development, the improved access afforded by this project will open up over 1,500 acres of residentially designated land for development. New residents in this area will provide a consumer base for expanded commercial development.

This project will measurably contribute to long-term growth in employment and economic activity. Assuming an absorption or growth rate of 3.5%, several years of construction activity associated with the development of the industrial, commercial, and residential land in this area will occur before full build out.

The construction of the Rancho Santa Fe Parkway traffic interchange and Rancho Santa Fe Parkway will improve the long-term efficiency, reliability and cost-competitiveness in the movement of workers and goods in the Kingman area. It will provide a direct link to the Kingman Airport Industrial Park allowing shorter and more efficient trips for goods and workers. This project will also expand intermodal connectivity between, overland truck traffic, the airport, and railroad modes of transportation. The existing limited access in this area is inefficient and reduces the effectiveness of the area transportation system by overloading the East Kingman traffic interchange and State Route 66.

This project is also designed to accommodate other transportation modes. Bicycle lanes are incorporated into the proposed street sections. Kingman Area Regional Transit (KART) buses will serve the area with transit stops on the private property rather than in the public rights-of-way. Continual sidewalks are planned and are being constructed to encourage pedestrian movement because the sidewalks provide for safe pedestrian walkways.

iv. Quality of Life

This project will improve the quality of life in the Kingman area by reducing travel time, fuel consumption, air pollution, and automobile crashes as summarized in tables 1 and 2 below. Cost Benefit Analysis **(CBA)**

The provision of a new I-40 grade-separated crossing by the project will improve livability by reducing public safety response times both north and south of the highway. This improved access would allow for the more efficient distribution of public safety resources and personnel, eliminating the burden of duplicating facilities to serve each side of I-40. The interchange itself

would allow the use of I-40 for any additional units responding from other areas of the city, reducing response times.

The construction of the Rancho Santa Fe Parkway Interchange and Rancho Santa Fe Parkway would significantly broaden traveler mobility by allowing the existing bus system, Kingman Area Regional Transit (KART) the opportunity to broaden its service area, providing low cost transportation service to residents of East Kingman, as well as to the industrial facilities and other businesses located in the Kingman Airport Industrial Park.

When KART expands service to include these areas, non-drivers, senior citizens, persons with disabilities and the general public in East Kingman would have greater accessibility to the commercial areas of Kingman. All residents of Kingman including the Greater Kingman-Butler area and other economically distressed areas would have improved access to places of employment in the Kingman Airport Industrial Park.

This project will provide enhancements for bicycle and pedestrian travel. Walkers and bikers face the same barriers as motorists in navigating our community. The interstate and railroad inhibit their trips and make commuting to work, shopping, or recreational destinations much more difficult. The provision of pedestrian and bicycle facilities by this project will make these transportation modes more efficient and attractive to users.

This project is the result of a coordinated planning process including transportation and land-use considerations. Rancho Santa Fe Parkway TI was first a recommendation of the Kingman General Plan in the 1970's, and was seen as a tool to promote industrial development at the Kingman Airport, encourage regional commercial development at the traffic interchange, and provide enhanced access to a large area of east Kingman for residential development.

v. Environmental Sustainability

Rancho Santa Fe Parkway TI and Rancho Santa Fe Parkway will improve energy efficiency and reduce our dependence on oil. Fuel savings as a result of the construction of this project are calculated at 60,200 gallons daily and over 19 million gallons over a twenty year period. Greenhouse gas emissions are calculated to be significantly reduced, 4.64 tons of CO₂ daily, and 23,384 tons of CO₂ over a twenty year period. [\(CBA\)](#)

The provision of this interchange and grade separated crossing of I-40 will allow the existing bus system, Kingman Area Regional Transit (KART) to expand into this area, providing for the movement of people by more energy efficient vehicles.

This project has gone through the full NEPA review process as part of the [Design Concept Report](#) and was found to have no significant environmental impacts. Building the project will actually reduce air pollution versus a "no-build" scenario by 6.62 tons daily and 33,353 tons over a twenty year period. [\(CBA\)](#)

vi. Innovation

While Rancho Santa Fe Parkway TI will have a significant positive impact on transportation, economic development, the environment, and livability in our community, the incorporation of innovative transportation technology into this project will be limited. Innovation on this project has been realized through the design process which has successfully addressed major project issues such as drainage, property access, congestion management, safety considerations, and long-term maintenance and operation.

This project will promote the short and long term creation and preservation of jobs. In the longer term, the new jobs created at the Kingman Airport Industrial Park and Rancho Santa Fe Parkway area will be diverse and provide greater opportunities for people in manufacturing, distribution, service industries, retail, and hospitality industries.

In the near term, construction jobs generated directly by the traffic interchange construction are calculated at 424. This projection is based on a formula that starts with 80% of the total project value (\$37,871,418), reduced by 65% to account for material costs, and divides the remainder by an average wage of \$25,000, to arrive at 424 jobs. These jobs will be varied and include laborers, equipment operators, carpenters, concrete finishers, electricians, excavators, paving contractors, rod busters, engineers, and other trades.

Construction related jobs will provide opportunities for local material suppliers, contractors, tradesmen, and laborers. There are pipe fabricators, paving contractors, and excavators in the Kingman area that could contract or subcontract on this project. All of these small business enterprises would benefit from this project. These opportunities will have a significant impact on our community, allowing us to retain our workforce. A lack of development has meant that many of our best workers are leaving the area in search of employment.

The Kingman area has programs in place to help connect disadvantaged workers with employment opportunities. Mohave County and the Arizona Department of Economic Security, in conjunction with the Local Workforce Investment Board, offers a one-stop center for listing employment opportunities, screening potential employees, and establishing special training programs. The center also coordinates GED and adult education classes. In 2009, the Kingman community voted to approve a Joint Technological Education District (JTED) to fund vocational training in addition to the programs that currently exist.

Kingman and Mohave Manufacturing Association (KAMMA) is a non-profit employer association dedicated to serving businesses in the manufacturing and manufacturing service industries by providing a forum where problems, ideas, needs and solutions can be explored, shared and implemented. Established in 2011, the KAMMA exists to strengthen the ability of the manufacturing organizations to improve profitability, capture the synergies of our manufacturing

community, work collaboratively to improve the education and skill development streams which feed our community and to encourage new manufacturers to bring their new capacity into our region's family of manufacturers. Our work also includes partnering with member businesses to provide them with access to human resource, environmental health and safety management, OSHA compliance, training, and employee benefits resources.

Mohave Community College (MCC) is dedicated to helping businesses and organizations reach their goals through education and training. Continuing education is accomplished through corporate training programs, organizational development sessions, and regularly scheduled non-credit workshops that are designed to improve job skills for all individuals, regardless of corporate affiliation. Mohave Community College works with employers to arrange training in skills that are unique to their individual business and offers Associates degrees and certification programs. Mohave Community College is taking distance learning to a new level. The college recently purchased a new mobile manufacturing learning lab for students with the help of a \$31,363 grant from the city of Kingman and a \$5,000 Unique Opportunities Grant from the Western Arizona Vocational Education district for lab equipment. The Kingman City Council approved the grant in May 2013. The new lab is contained within a 41-foot trailer that can be hauled around the county to MCC's various campuses, jobsites, or to a local manufacturing business. It's also equipped with hands-on learning modules for mechanical, laser calibration, electrical, machine automation, pneumatic and hydraulic systems. The new mobile manufacturing lab can provide customized, fast-track training to residents throughout the county and beyond.

Northern Arizona University offers bachelors and masters degrees through satellite facilities at the local community college campus. These resources will be utilized to fill the short and long term employment needs generated by this project.

This project will employ and be fully dedicated to the best practices regarding labor practices, worker safety, civil rights, and equal opportunity.

The significant increase in value to properties in and around the project area will spur timely commercial development. It is anticipated that development at the industrial park and on the commercial and industrial property at interchange locations would follow soon after project construction begins. Such development will result in longer term employment growth.

vii. Partnership

Area property owners and the general public have been involved and supportive of this project since its inception. ADOT initiated the [Design Concept Report](#) study by conducting a project kickoff and scoping meetings with the general public and participating government agencies. The purpose of these meetings was to obtain information from the area residents, business people, and the public agency representatives regarding the proposed TI and the arterial street connections so that the issues, concerns, and opportunities could be addressed in developing and evaluating alternatives in the DCR and environmental document. The meetings provided an opportunity for those in attendance to describe issues and express concerns about the proposed TI, as well as, to suggest various improvements that could be considered during the study.

The project kickoff meeting was held on April 3, 2006, at 10:00 A.M., at the Kingman City Council Chambers in Kingman, Arizona. The agency scoping meeting was held on May 16, 2006, at 2:00 P.M., at the Kingman Police Department Training Room in Kingman, Arizona. Representatives from the ADOT Kingman District, ADOT headquarters, FHWA, City of Kingman, Mohave County, Kingman Airport Authority, and BLM were invited to both meetings. A public scoping meeting was held at the Kingman Police Department Training Room on May 16, 2006, at 5:30 P.M.

Area property owners attended monthly design meetings with the consulting engineer, and staff from the City of Kingman, Mohave County, Western Arizona Council of Governments, ADOT, and FHWA. City staff involved in the design of this project includes representatives from the City Manager's Office, Public Works, Engineering, and Development Services departments. Other supportive members of this project include Kingman and Mohave Manufacturing Association, and Mohave Community College.

V. Demonstrated Project Readiness

i. Technical Feasibility

The Design Concept Report, Change of Access Report, and Environmental Categorically Exclusion have all been completed for this project. In October of 2007 National Environmental Policy Act (NEPA) procedures were followed and approved. Final design is at the 95% plan stage. Construction of the Rancho Santa Fe Parkway traffic interchange and Rancho Santa Fe Parkway would commence within six months of grant award.

ii. Financial Feasibility

Sales tax is the single largest general fund recurring revenue. The economic challenges of the nation have impacted Kingman in a significant way. The adopted FY2016 budget includes a revenue projection of \$14.1 million. This projection is a slight increase compared to FY2015 revenue collections. Because of these revenue shortages, Kingman is not able to budget capital improvements monies to expand its infrastructure, even when great economic benefits can be derived from such improvements as the Rancho Santa Fe Parkway traffic interchange and Rancho Santa Fe Parkway. As a result of this revenue shortfall, no other monies besides the TIGER Discretionary Grant monies will be devoted this project.

Through the final design process, a Value Analysis Study was conducted by ADOT at the 30% plan stage. Several of the study recommendations are being incorporated into final design, resulting in a significant project savings.

The City of Kingman has extensive experience managing federal and state grant programs and has always fully complied with program requirements and oversight.

iii. Project Schedule

I-40 Rancho Santa Fe Traffic Interchange Project Schedule

Activity Description	2016		2017												2018				
	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May
Bid Preparation																			
Bidding and Award																			
Construction																			
Open to Traffic																			★

Construction of the Rancho Santa Fe Parkway traffic interchange and Rancho Santa Fe Parkway would commence within 4 months of grant award, generating construction jobs quickly. Construction jobs generated directly by the traffic interchange construction are calculated at 675. With construction period of 14 months, it is estimated that 100 employees would be on site during the first quarter, 225 in the second quarter, 250 in third quarter, and 100 in the fourth quarter.

VI. Approvals:

i. Environmental Approvals – NEPA Requirement

The Categorical Exclusion determination for this project using National Environmental Policy Act (NEPA) procedures was approved with the [Final Design Concept Report I-40 Rattlesnake Wash \(Rancho Santa Fe Parkway\) Traffic Interchange dated October, 2007](#)

ii. Environmentally Related Federal, State and Local Actions

No further environmentally related federal, state, or local actions are anticipated for this project.

iii. Legislative Approvals

Authorization to submit this application was granted by the Kingman Common Council with the adoption of **Resolution No. 5004** on April 19, 2016. (See in Attachments Reso.5004)

iv. Letters of Support

Letters of support from our project partners including, the Arizona Department of Transportation Kingman District, Mohave County Board of Supervisors, Western Arizona Council of Governments (WACOG), Kingman and Mohave Manufacturing Association (KAMMA), and the Kingman Airport Authority, are attached. (See in Attachments LtroSprt)

v. State and Local Planning

The Rancho Santa Fe Parkway TI is a specific recommendation of the Kingman Area Transportation Study ([KATS](#))

VI. Assessment of project risks and mitigation strategies

The City of Kingman is very rehearsed in the Federal program having completed many projects that have been federally funded. The staff is familiar and has completed Surface Transportation Program (STP), and many Highway Safety Improvement Program (HSIP) projects. Additionally, Federal Byways funding, and Transportation Enhancement, and other federally funded projects have been completed as well.

All of the Environmental studies have been completed and approved National Environmental Policy Act (NEPA) procedures have been followed, and no unforeseen Environmental issues are expected.

VII. Results of Benefit Cost Analysis

URS Engineers performed a Cost Benefit Analysis (CBA) describing the benefits to the motoring public of the Rancho Santa Fe Parkway TI. The analysis included the consideration of travel time, fuel, air pollution, and crashes. The analyses are based on traffic forecasts for 2030 included in the *Final Design Concept Report I-40 Rattlesnake Wash (Rancho Santa Fe Parkway) Traffic Interchange dated October, 2007.* The daily benefits derived from the TI were calculated based upon a sum of peak and off-peak hours. The daily benefits were then expanded to annual benefits in 2030 by multiplying by 331 which accounts for reduced daily travel on weekends and holidays. The benefits were further expanded to cover the 20-year period from 2013 to 2032 by using the traffic growth projection from 2007 actual counts to 2030 forecasts.

The benefits were converted into cost savings using the value of time per hour per vehicle (\$10.80), the fuel savings at \$3.00 per gallon, the cost to clean up air pollution based on \$15,000 per ton/year, and the cost of crashes at \$3,170 each for property damage only crashes, \$296,000 for injury crashes, and \$4.2 million each for fatal crashes.

Two conditions were analyzed to derive the benefits. The Base Case or “No Build” does not include the new TI or the construction of any new roads in the area south of the airport. The Build Case includes the I-40 Rancho Santa Fe Parkway TI and construction of Rancho Santa Fe Parkway from Louise Avenue south of I-40 to Airway Avenue north of I-40 and continuing north to Industrial Boulevard.

Table 1 presents a summary of the benefits for 2030 daily, 2030 annual, and 20-year period.

Table 1
Summary of Benefits of I-40 Rancho Santa Fe Parkway Traffic Interchange

	2030 Daily	2030 Yearly	20-Year 2013-2032
Travel Time (hours)	3,778	1.25 M	19.04 M
Fuel (gallons)	60,200	19.9 M	303 M
Air Pollution			
CO (tons)	4.64	1,535	23,384
NOx	0.90	299	4,550
VOC (tons)	1.08	356	5,419
Crashes			
PDO	NA	0.79	12.06
Injury	NA	0.36	5.50
Fatalities	NA	0.008	0.123

Table 2 presents the benefits expressed in dollars for 2030 and for the 20-year period. The dollar savings of \$106 million in 2030 alone is three times the estimated \$35 million cost of construction of the I-40 Rancho Santa Fe Parkway TI.

Table 2
Summary of Cost Savings of I-40 Rancho Santa Fe Parkway Traffic Interchange
(in millions of dollars)

	2030 Yearly	20-Year 2013-2032
Travel Time (\$10.8/ vehicle-hour)	\$13.5	\$206
Fuel (\$3/gallon)	\$60	\$910
Pollution Removed (\$15k/ton/year)	\$33	\$500
Crashes		
PDO (\$3,170 each)	\$0.003	\$0.04
Injury (\$24k to \$915k each)	\$0.040	\$0.61
Fatalities (\$4.2m each)	\$0.034	\$0.52
Total Crashes	\$0.077	\$1.17
Total Savings	\$106.2	\$1,618

VIII. Federal Wage Rate Certification

City of Kingman **Resolution No 5004** adopted by the Kingman Common Council certified that the City of Kingman will comply with all requirements of subchapter IV of chapter 31 of title 40, Unites States Code (Federal wage rate requirements), as required by the Recovery Act. (See in Attachments **Reso.5004**)



CITY OF KINGMAN COMMUNICATION TO COUNCIL

TO: Honorable Mayor and Common Council

FROM: Public Works

MEETING DATE: April 19, 2016

AGENDA SUBJECT: Powerhouse grant rehabilitation project

SUMMARY:

On March 18, 2016 bids were opened for the Powerhouse Grant Rehabilitation Project. All of the bids were high. The lowest qualified bidder was \$143,683.00 higher than the current construction budget.

To proceed with the grant, the additional funds would need to be paid. To not proceed with the grant, all funds that have been reimbursed as well as ADOT administrative costs would need to be paid back to ADOT. At this point that amount is \$60,357.00.

The City had already paid the difference between the original grant construction budget, the ADOT cost estimate and the additional matching funds in the amount of \$112,810.00. This was \$68,262.00 from TDC and \$44,548.00 Powerhouse grant funds. This money less the \$60,357.00 to be paid back would be returned to the City for a difference of \$52,453.00.

At the April 7th, 2016 TDC meeting, staff received direction to not proceed with the grant, pay back the reimbursed funds and continue the project or smaller projects with funds from the Bricks and Mortar account.

FISCAL IMPACT:

\$52,453.00 returned to City of Kingman

STAFF RECOMMENDATION:

Staff recommends supporting TDC's decision to not proceed with grant and continue project or smaller projects with City funds from the Bricks and Mortar account.

REVIEWERS:

Department	Reviewer	Action	Date
Public Works	Owen, Rob	Approved	4/11/2016 - 11:59 AM
City Attorney	Hocking, Lee	Approved	4/11/2016 - 7:36 PM
City Manager	Dougherty, John	Approved	4/11/2016 - 7:31 PM



CITY OF KINGMAN COMMUNICATION TO COUNCIL

TO: Honorable Mayor and Common Council

FROM: Gary Jeppson, Development Services Director

MEETING DATE: April 19, 2016

AGENDA SUBJECT: Consideration of funding a Route 66 European promotional tour for Jim Hinckley

SUMMARY:

Mr. Jim Hinckley, local Route 66 historian and author, has the opportunity to travel to the first European Route 66 Festival, which is taking place in Germany in July 2016. Mr. Hinckley would like to promote Kingman at this festival. A similar festival in Czechoslovakia two years ago drew 20,000 people.

Josh Noble and Mr. Hinckley approached the Tourism Development Commission about funding support for Mr. Hinckley's travel expenses. The expense is expected \$4899.98. The Powerhouse Visitor Center has already fronted \$2,149.98 for the airfare thus far and, if approved by the Council, would be reimbursed for this expense. Mr. Hinckley would be paid \$2750 for his meals, lodging and transportation expense.

Mr. Hinckley is scheduled to make a slide show presentation about Route 66 in Arizona. Numerous tour companies will be in attendance and have displays. He has received requests to meet with several of these companies to discuss lodging, attractions, etc. in western Arizona. The Belgian, Dutch, Czech, and German Route 66 associations have requested that Mr. Hinckley meet with their respective groups to discuss travel on Route 66, and attractions such as Hualapai Mountain Park found with short detours. The Route 66 Association of Germany plans to schedule media interviews with Mr. Hinckley.

His tentative plans call for presentations to be made in Frankfurt and Heidelberg. The event is being marketed throughout Germany and Europe and Mr. Hinckley will be a featured speaker at the European Route 66 Convention. The official website link for the event <http://www.germany66.org/cms66/index.php/start/euro-festival-2016-dt/30-eu-festival/270-1-european-route-66-festival-en>

As with funding through the Tourism Development Commission, the Gift clause of the Arizona Constitution needs to be considered. Perhaps a contract employee status for Mr. Hinckley is an approach to assure that a public benefit equal to or greater than the public funds expended by this grant.. The City Attorney is preparing a memorandum concerning this issue with this grant.

FISCAL IMPACT:

\$4899.98

STAFF RECOMMENDATION:

The Tourism Development Commission recommends the expenditure of \$4899.98 from the Tourism Development funds.

ATTACHMENTS:

Description

Mr. Hinckley's Summary
Invoice Germany
Hinckley Airfare Invoice

REVIEWERS:

Department	Reviewer	Action	Date
Development Services	Jeppson, Gary	Approved	4/7/2016 - 2:48 PM
City Attorney	Cooper, Carl	Rejected	4/8/2016 - 2:51 PM
Development Services	Jeppson, Gary	Approved	4/8/2016 - 3:06 PM
City Attorney	Cooper, Carl	Approved	4/8/2016 - 3:15 PM
City Manager	Dougherty, John	Approved	4/11/2016 - 7:27 PM

SUMMARY – MARKETING OPPORTUNITIES ASSOCIATED WITH JIM HINCKLEY ATTENDING THE EUROPEAN ROUTE 66 FESTIVAL

1. Under the heading Zone One on the official website for the festival – “famous author Jim Hinckley from Kingman (Arizona), author of many books on the subject of Route 66.”
2. Plans call for Zone One to feature promotional materials and displays from Route 66 communities and associations. I am scheduled to make a slide show presentation about Route 66 in Arizona.
3. Numerous tour companies will be in attendance and have displays. I have received requests to meet with several of these companies to discuss lodging, attractions, etc. in western Arizona.
4. The Belgian, Dutch, Czech, and German Route 66 associations have requested that I meet with members to discuss travel on Route 66, and attractions such as Hualapai Mountain Park found with short detours.
5. The Route 66 Association of Germany plans to schedule media interviews with me.
6. Tentative plans call for presentations to be made in Frankfurt and Heidelberg.
7. The event will be marketed throughout Germany and Europe.
8. I am to be a featured speaker at the European Route 66 Convention
9. Official website link - <http://www.germany66.org/cms66/index.php/start/euro-festival-2016-dt/30-eu-festival/270-1-european-route-66-festival-en>

